



KOHINOOR
Foundation for a better life

Date: -26.06.2024

**REPORT ON DEVIATION WITH RESPECTED TO AGREEMENT FOR
SALE**

To

Maharera Authority

Mumbai

Maharashtra

Sub:-Deviation report with respect to Agreement for Sale

Name of Project: -"KOHINOOR EDEN B5"

Details of the Project: -Survey no. 36/24, 36/23/3, lying and
being situated at Village AdivaliDhokali, Tal Ambarnath

Respected Sir/Madam,



KGI REALTY PRIVATE LIMITED

Sagarika Apartment, Mezzanine Floor, Opposite Tirupati Apartment, Chopra Court Road, Ulhasnagar - 421 003.



We have uploaded the proforma of Agreement for Sale proposed to signed with the Allottee(s) for the proposed project namely **"KOHINOOR EDEN B5"** situated at Village AdivaliDhokali, Tal Ambernath Dist Thane

We hereby state and declare that, the proforma of Agreement for Sale proposed to be signed with allottees is as per the model form of agreement at Annexure-A of Rule 10 of the Rules. However, there are some modifications in the contents of the agreement, which are highlighted and mentioned hereunder.

We hereby further state and confirm that, to the best of our knowledge, the contents of proforma of Agreement for Sale uploaded with our application for the registration of proposed Project **"KOHINOOR EDEN B5"** are not in contravention of any application law and/or rule and regulation of RERA Act.

The clauses of Agreement of Sale which are modified/deviated are as under:-

Sr No.	Page no.	Clause No.	Remarks
1.	8	Clause no. 1	Added
2.	8	Clause no. 2.1 to 2.8	Added
3.	9	Clause no. 3.2. Sub-clause no. 1(a)(i)	Modified
4.	10	Clause no. 3.2. Sub-clause no. 1(C)	Modified
5.	12	Clause no. 4.2	Modified
6.	13	Clause no. 5	Modified
7.	14	Clause no. 5.1 to 5.3	Added
8.	14 and 15	Clause no. 6.1 to 6.6	Added
9.	19 and 20	Clause no. 14.1	Modified
10.	21	Clause no. 14.2	Added
11.	21	Clause no. 14.3	Added
12.	22	Clause no.17.1 to 17.4	Added
13.	23 and 24	Clause no. 18.1 to 18.8	Added



14	28	Clause no. 23	Added
15.	31	Clause no. 38	Added

1.

Clause no. 1

SCOPE AND OPERATION OF THE RECITALS:

The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and shall not govern the interpretation of the clauses hereof.

2.

Clause no. 2

DEFINITIONS:

In this Agreement, unless the context otherwise requires (i) capitalized terms defined by inclusion in quotations and/or parenthesis have the meanings so ascribed; and (ii) the following expressions shall have the following meanings assigned to them herein below:

1.1. 'RERA Carpet Area' shall have the meaning ascribed to it in Section 2(k) of the RERA Act.

2.2. 'Common Areas' shall mean and include amenities and facilities more particularly set out in

Annexure "F" hereunder written;

2.3. 'External Development Works' shall mean and include the works more particularly set out in

Annexure "F" hereunder written;

2.4. 'Interest' shall have the meaning ascribed to it in the RERA read with the RERA Rules (Presently,

the same is the State Bank of India highest Marginal Cost of Lending Rate plus two percent; however, in case the State Bank of India Marginal Cost of



Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public).

2.5. 'Internal Development Works' shall mean and include the works more particularly set out in

Annexure "F" hereunder written:

2.6. 'Internal Fittings' shall mean and include internal fittings and fixtures and amenities in the said

2.7. 'Occupation/Completion Certificate' shall mean Certificate issued by the Kalyan-Dombivli Apartment that shall be provided by the Promoter as listed in the Annexure I. Municipal Corporation under the Maharashtra Regional Town Planning Act, 1966;

2.8. 'Possession Date' shall mean the date stipulated in this Agreement.

3. Clause no. 3.1(1(a)(i)

3.1. 1(a)(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. of carpet area and measuring metres on floor in the building KOHINOOR EDEN (hereinafter referred to as "the Apartment") as shown in the Floor plan hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. including Rs. ... being the proportionate

price of the common areas and facilities appurtenant to the Apartment, the nature, extent and description of the common areas and facilities





which are more particularly described in the
THIRD Schedule hereunder written and shown on the Typical Floor Plan thereof
annexed hereto

marked as Annexure 'I' at and for Sale consideration of Rs. /-
[Rupees

.....] including Rs /-

being the proportionate price of the common area and facilities which are
more particularly described in Annexure I hereto.

4. Clause no. 3.1.(1(c))

(C) The Allottee has paid on or before execution of this agreement a sum of
Rs ____ (Rupees ____ only) (not exceeding 10% of the total consideration) as
advance payment or application fee and hereby agrees to pay the promoter
the balance amount in the following manner:-
in instalments only in their designated Bank Account more particularly stated
in the hereunder written. The
Allottee/s shall not tender any sum in cash to any of the employee or Agent of the Pr
omoter. The Promoter shall not be responsible or accountable for any cash
payment made by the Allottee/s and the Allottee/s shall not be entitled to
claim any credit in respect thereof

Sr. No.	Milestone	Perce enta ge	Cumulative Percentage
1	On Booking Token Amount	1%	1%
2	Within 15 days of Booking	8%	9%





3	Within 10 (ten) days after Execution and Registration of Agreement for Sale	20%	29%
4	On Completion of Plinth	15%	44%
5	4 Level	6%	50%
6	9 Level	5%	55%
7	14 Level	5%	60%
8	19 Level	5%	65%
9	24 Level	5%	70%
10	On completion of the walls, internal plaster, floorings, doors and windows of the Flat	5%	75%
11	On completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said flat.	6%	80%
12	On completion of the external plumbing and external plaster, elevation, terraces with water proofing of the building.	5%	85%
13	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirement, entrance lobby/s, pling protection, paving of areas appurtenant.	10%	95%
14	On handing over of the possession or on or after receipt of the occupancy certificate or Completion Certificate	5%	100%



5. Clause no. 4.2

4.2 Without prejudice to the right of Promoters to charge interest in terms of sub clause hereinabove, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of installments, the Promoters shall at his own option, may terminate this Agreement and
forfeit 10% of sale consideration

6. Clause no. 5

5.0 The Promoter hereby declares that the Floor Space Index available as on date in respect _____ of _____ the project land is _____ square meter only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by _____ implementing _____ various _____ scheme _____ as mentioned in the Uniform Development Control and Promotion Regulation [UDCPR] or based on expectation of increased FSI which may be available in future on modification to _____ UDCPR, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____





_____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

7. Clause no. 5.1 to 5.3

5.1 In

this agreement, the word 'Floor Space Index' (F.S.I.) or 'Floor Area Ratio' (F.A.R.) shall have the same meaning as understood by the KDMC under its relevant building regulations or bye-laws. The Promoter shall be entitled to amalgamate any adjacent land to the Layout Land and the FSI thereof shall be deemed to be included in the development potential for exploitation by the Promoter.

5.2 The Promoter hereby declares that the Promoter shall be entitled to utilize the unutilized portion of the presently approved Total FSI and the TDR on any portion of the said land.

5.3 The Allottee/shereby agrees, accepts and confirms and acknowledges the intention of the

Promoter to develop the lands adjacent along with the Layout Land (including by utilization of the full development potential) in the manner more particularly detailed herein above and Allottee/sha agreed to purchase the said Apartment based on the unfettered and vested rights of the Promoter in this regard.

8. Clause no. 6.1 to 6.6





6 PARKING SPACE FOR CARS & TWO WHEELERS:

- 6.1 The Sale Price is only in respect of the said Apartment. The Promoter intends to construct Parking Spaces on the Layout Land, in accordance with the sanctioned plan or modified sanctioned Plan, in the last phase of development of the Layout Land. However, the Promoter shall not provide mechanical / stack for 2 wheeler parking. The parking space/s if allotted shall be for the Allottee/s only and is not transferrable to any other person.
- 6.2 The Allottee/s shall use the parking space/s if allotted only for purpose of parking vehicle and shall not park his/her/their vehicles at any other location on the Layout Land.
- 6.3 The Parking Space, when allotted by the Promoter, shall be subject to the following terms and conditions:
- 6.4 The rules governing the use of allotted parking spaces shall be framed in concurrence with the Promoter and administered by the society. The car parking number shall be identified and intimated to the Allottee/s at the time of handing over of possession of the said Apartment.
- 6.5 Un-
allotted Parking Spaces, if any, shall continue to remain the property of the Promoter and
shall remain in possession of the Promoter. As such even after issuance of occupation/Completion certificate and conveyance, the un-allotted parking spaces shall remain in exclusive possession of the Promoter. Neither the Society nor any other flat/unit Allottee shall raise any objection in respect of un-



allotted parking. The Promoter alone shall have exclusive right to allot the parking. It shall be upon the Promoter's discretion to allot/use these un-allotted spaces and till such time these un-allotted spaces shall continue to remain with the Promoter.

6.6 All parking are dependent, 2-wheeler is tandem and 4-wheeler is stack.

9. Clause no. 14.1

14.1 The Allottees shall on or before delivery of possession of the said Apartment keep deposited with the Promoter, the following amounts :-

- (i) Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body.
- (iii) Rs. for proportionate share of taxes including but not limited to:
 - (i) Municipal Cess/charges/taxes,
 - (ii) Water charges/taxes,
 - (iii) Electricity charges,
- (iv) other charges/levies in respect of the Society or Limited Company/Federation/ Apex body
- (v) Rs. for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.
- (vi) Rs. For Deposit towards Water, Electric, Gas Connection Deposit and other utility and services connection charges &
- (vii) Rs.



for deposit of electrical receiving and Sub Station provided in Layout

- (viii) Other expenses/Outgoings to cover One year's outgoings in advance (specified hereinafter),
- (a) Advance towards Municipal taxes, as determined by the Promoter,
- (b) Expenses relating to management and maintenance of Corporate Body/Society to be paid in advance as determined by the Promoter,
- (c) Maintenance charges in respect of allotted Car Parks in MLCP Building payable by the Allottees and their transferees along with the outgoings of the said Flat.
- (d) Legal Charges Rs. 10,000 (Rupees Ten Thousand Only/-)
- (e) Cheque bounce charges Rs. 1,200/cheque.
- (f) Any other dues as herein otherwise contained as may be applicable also payable at the time of delivery/possession of the said Apartment.
- (ix) The Allottee/s shall on or before delivery of possession of the said Apartment also pay to the Promoter the following amounts (along with applicable GST as applicable):

I	Rs. 260/-	Share money application/entrance fee of the Society.
II	Rs. 55000/-	Infrastructure Cost



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		Maintenance and other charges (hereinafter referred to as "the said Maintenance Deposit") from the date of Occupation / Completion Certificate, 1. For 1 BHK Flats - a. Rs 32,400/- for 24 months (Rs 1,350/month) for maintenance of the Building in which the said Flat is situated; b. Rs 39,000/- for 60 months (Rs 650/month) for maintenance of Infrastructure on the Layout Land; and (x) For 2 BHK Flats - a. Rs 40,800/- for 24 months (Rs 1,700/month) for maintenance of the Building in which the said Flat is situated; and b. Rs 51,000/- for 60 months (Rs 850/month) for maintenance of Infrastructure on the Layout Land; and (xi) For Parking - Rs 18,000/- for 60 months (Rs 300/month/carpark) for



T h e a m o u n t		aintenance of MLCP;

s so paid by the Allottee/s to the Promoter shall not carry any interest and the Promoter shall be entitled to utilize the same for the aforesaid purposes and the balance, if any, shall be handed over to the Society as and when the same is formed.

10. Clause no. 14.2





14.2

The Maintenance Deposits paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoter until handover of the Buildings in favour of the said Society as aforesaid. Subject to the provisions of RERA, on the said Buildings being handed over to the said Society, the balance of the Maintenance Deposit, if any, shall be paid by the Promoter to the Society. Unless the Allottee/s has/have deposited/paid to the Promoter the said Maintenance Deposit, towards the aforesaid outgoings, the Promoters shall not be bound to hand over the possession of the said Apartment to the Allottee/s. It is clearly understood that the said Maintenance Deposit does not include the dues for the electricity bills for the said Apartment. The Allottee/s shall be liable to pay electricity charges of individual meters separately. It is understood that the Promoters shall themselves look after the maintenance of the Project Land named as KOHINOOR EDEN and the Buildings from the date of completion of the Building till the handing over of the Building to the Society subject to timely payment of maintenance/Outgoings as provided herein and apply the said Maintenance Deposit towards expenses on this account. If it is found by the Promoter that the said Maintenance Deposit are not adequate to meet the outgoings, the Promoters shall have the right to demand the payment of additional deposit from the Allottee/s, and the Allottee/s hereby agree/s to meet such requisition without The Allottee/s further agree/s that till the Allottee/s's share is so determined the Allottee/s shall all pay to the Promoters such provisional monthly contributions as may be determined by the Promoter towards protest within 7 (seven) days thereof.

11. Clause no. 14.3

14.3 If at any time, any development and/or betterment charges and/or any other levy is demanded or sought to be recovered by the KDMC, Local authority, Government and/or any other public authority in respect of the said Apartment and/or the Buildings, the same shall be the liability of the all the Allottees of the flats in the Residential Buildings and the same shall be borne and paid by all the Allottees including the Allottee/s in proportionate shares.



12. Clause no. 17.1 to 17.4

- 17.1 The Promoters shall be entitled to put hoarding/boards of their brand name in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the Land and/or the Buildings and on the façade, terrace, compound wall or other part of the Buildings. The Promoter shall also be entitled to place, select, decide hoarding/board sites.
- 17.2 The Promoter shall have the privilege and right to sell, dispose of such unsold flats to any person/s as per its discretion at any time in future, without any objection of whatsoever nature on the part of the Allottee/s or the said Society. The flats in respect of which concerned agreements to sell are cancelled or terminated as envisaged under this Agreement, shall also be treated as unsold flats for the purpose of this clause. Such new Allottee/s shall be given membership of the said Society and the same shall be given by accepting only Membership Fee without asking for any other consideration/fee. The Allottee/s as well as the said Society shall extend all co-operations to the Promoter and the new Allottee/s in this regard.
- 17.3 In the event any portion of the Project Land or the Layout Land being required by any utility/service provider for installing any electric sub-station/transformer/Building gas bank machinery, plants, buildings, etc., the Promoter shall be entitled to transfer such portion to the said utility/service provider or any other body for such purpose on such terms and



conditions as the Promoter deems fit and/or as per requirement of such utility/service provider or as per applicable law/rules/regulations.

- 17.4 All the common areas amenities and facilities of the Buildings shall remain under the charge and control of the Promoter till the Promoter formally hands over the charge and control thereof to the Society.

13. Clause no. 18.1 to 18.8

- 18.1 Upon completion of the project, the Promoter shall form one or more Cooperative Housing Society of flat Allottees and the Allottee/s shall become members of said society. The Allottee/s shall from time to time sign and execute the application for membership and other papers and documents necessary for becoming a member, including adoption of the bye-laws of the Society and shall duly fill in, sign and return them to the Promoter within 7 (seven) days of the same being forwarded by the Promoter to the Allottee/s.

- 18.2 The Promoter shall be entitled to join as a member of the Society in respect of unsold Apartment in the Buildings, if any. However, Promoter shall not be liable to pay any maintenance to the Society in respect of unsold flats. Furthermore, even after formation of society, the Promoter shall be at liberty to sell the then unsold flats, without obtaining prior NOC of Society. Furthermore, the parking spaces allotted by the Promoter shall be binding on Society and other members.





18.3 The Promoter agrees and undertakes with the Allottee/s that upon the Allottee/s paying to the Promoter all the amounts due and payable under this Agreement within the time specified and the if Allottee/s has/have not failed to perform or observe any of the covenants stipulated on his/her/its/their part herein contained, the Promoter shall ensure admission of the Allottee/s as Member/s in the Society/Apartment Association/Company. The Allottee/s agree/s and undertake/s to execute all such applications, forms and such other writings and documents as may be necessary under the bye-laws of the Society/Apartment Association/Company for admission of the Allottee/s as the member/s of the Society/ Apartment Association/Company.

18.4 The Promoter shall not be liable to pay any maintenance or common expenses in respect of any unsold flats in the Residential Buildings. The Promoter shall however, bear and pay proportionate assessment/ Municipal tax in respect of the unsold flats in the Residential buildings.

18.5 Commercial property owners to become members of the cooperative society to share in the cost of maintenance etc., of the common services like the STP, DG sets, street lighting etc. as levied by the society.

18.6 The Promoter shall, within 3 months of the registration of the Society cause, at



the cost, charges and expenses of the Society, to be transferred to the Society all right title and interest of the Promoter in the Building in which the said Flat is situate.

18.7 The Promoter shall, within three months of the registration of the Federation / apex body of the Societies cause to be transferred to the Federation / Apex Body all the right, title and interest of the Promoter in the Project Land on which the Building/s are constructed.

18.8 Prior to registration of conveyance or lease of the structure of the building, the Allottee shall pay to the Promoter, his/her share of the stamp duty and registration charges payable by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. Prior to the registration of conveyance of the Project Land, the Allottee shall pay to the Promoter the Allottee's share of stamp duty and registration charges payable by the Apex Body / Federation on such conveyance or any document or instrument of transfer in respect of the Project Land to be executed in favour of the Apex Body or Federation.

14. Clause no. 23

Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be construed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the





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Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.

15. Clause no. 38

This Agreement and the rights, entitlements and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India as applicable in Kalyan City, and the Courts of Competent Jurisdiction in Kalyan will have exclusive jurisdiction with respect to all matters pertaining to this Agreement.

For M/s KGI REALTY PVT LTD



KGI REALTY PRIVATE LIMITED

Sagarika Apartment, Mezzanine Floor, Opposite Tirupati Apartment, Chopra Court Road, Ulhasnagar - 421 003.