D D INFRA
Architects | Real Estate Services | Interior Designers
Redevelopment Management Services

Date: 21/07/2023

Deviation Report

Document Type: Agreement for Sale

Project Name: **OM MAKARAND HEIGHTS**

Project Land: S.No-236(A), C.T.S. No. 184(Pt) being part of MHADA larger land of Village Ghatkopar -Kirol, District Kurla, within registration District of Mumbai Suburban alongwith building no. 104 having total built up area of (709.61*Sq.mtr. as per Lease Deed dated 30-09-1992 + tit bit area of 47.06 Sq.mtr.) thereabout, situated in `N' Ward of Municipal Corporation of Greater Mumbai bearing Property Assessment No. NX0308030010000 at Ghatkopar (East) Mumbai 400075.

Promoter Name: **M/s. D. D. INFRA**

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 1(a) – added portion:

(iii) The Allottee shall not have any right over the car parking space unless allotted to them specifically.

(iv) The Parking space if and when allotted to the Allottee shall be used only for parking their vehicles and shall not use such parking space for keeping or storing any article, thing, materials, etc.

(ii) Clause 2.3 – added portion:

Upon revocation, cancellation or termination of these presents all agreements, contracts, etc. entered into or executed in pursuance of or dependant on these presents in respect of the demised premises, extra amenities, etc. shall automatically and with immediate effect stand revoked,

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terminated and cancelled and that the Allottee / Purchasers shall not have any right under these presents or in such agreements as aforesaid and in the event he has got the possession of the said flat he shall be liable to return and hand over the possession of the same to the Developer forthwith and in that event the Allottee shall not have any right, claim, title and interest in the said flat or under these presents or any other agreement and shall be liable to execute / return all necessary deeds, documents, etc. for formal revocation, cancellation or termination of any agreement as stated above.

(iii) Clause 4.2 – added portion:

and the Developer shall be at its sole discretion shall be entitled to deal with the said flat including creating third party rights thereof without any further reference to the allottee without any kind of protest or demur on the part of the Allottee.

(iv) Clause 7.5 – added portion:

After delivery of the possession of the said flat agreed to be purchased by the Allottee, the Developer or anybody on his behalf shall be entitled to take inspection of the flat and/or parking space allotted to the Allottee with reasonable notice of 48 hours and the Allottee shall accord all the facilities to enable the Developer or anybody on his behalf to take inspection and shall not cause any obstruction in the Developer's or anybody on his behalf taking such inspection of the flat.

(v) Clause 13 – added portion:

xii. The said Building may be constructed with deficient open space..

xiii. The Developers / Promoter has availed an installment facility as regards various payments to be made to the MCGM / MHADA / Planning authorities in respect of the Project and the Purchaser has read and understood the terms and conditions contained in the Circular dated 17th September, 2019 bearing reference no.

CHE/DP/14770/ Gen issued in respect thereof.

xiv. The Promoter shall deposit the Sale Consideration in a separate account as required under RERA as more particularly described in the Third Schedule written hereunder.

xv. The construction/ development of the Project *(as defined* herein*)* on the said Project Land, is proposed as a real estate project by The Developer / the Promoter and has been registered as a 'real estate project' with the Maharashtra Real Estate Regulatory Authority (**"RERA Authority"**) under the provision of Real Estate (Regulation and Development) Act, 2016 (**"RERA"**). Accordingly, the RERA Authority has duly issued a Certificate of Registration bearing registration no. [] dated [2023] for the Project (**"RERA Certificate"**) and a copy of the RERA Certificate is annexed hereto as **Annexure "_____"**;

xvi. The Promoter shall be entitled to seek extension for Project completion in terms of Section 6 of *RERA* read with *Rule 7 of RERA* Rules.

(vi) Clause 16 – added portion:

The Promoter shall have first lien and charge on the said premises agreed to be acquired by the Allottee in respect of any amount payable by the Allottee under the terms and conditions of this Agreement.

(vii) Clause 29 – added portion:

It is clarified that, in the event the Developers / Promoter intends to avail the benefit of Government Resolution dated 14th January, 2021 bearing reference no. TPS-1820/AN-27/P.K.80/20/UD-13 issued by Urban Development Department, State of Maharashtra by making payment of requisite stamp duty on this Agreement on behalf of the Purchaser/s and thereby availing reduction/ concession in payment of premium as per the DCPR, 2034, then in that event, the Promoter shall be entitled to avail such

benefits as mentioned in the aforesaid resolution and accordingly, shall comply with the terms and conditions stipulated therein. The Purchaser/s agrees and undertakes to render all co-operation and sign all undertakings, certificates and writings as may be required by the Promoter/ concerned authorities in the event the Promoter avails such benefits including as aforesaid.

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 21/07/2023. 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,

M/s. D.D. INFRA

M/s. D D INFRA MUMBAI Ghatkopar

Partner/s