



TAMOS ASSOCIATES
BUILDERS & DEVELOPERS
LANDMARK OF HAPPINESS

To,
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 being all that piece or parcel of land or ground bearing C.T.S No. 3, 3/1 to 38, of Village Akurli and C.T.S. No. 377, 377/1 to 20 of Village Poisar admeasuring 2223.20 sq. meters or thereabouts together with a building known as "Kandivali Sanghvi Co-Operative Housing Society Ltd" standing thereon consisting of 2 (two) Wings viz., Wing "A" comprising of Ground + Four Upper Floors and Wing "B" comprising of Ground plus Three Upper Floors having in aggregate 82 [Eighty Two] lying being and situated at M/s. Tamos associates cross Road No. 1, Kandivali (West), Mumbai - 400067 in the Registration District and Sub-District of Mumbai Suburban.

Sir,

We hereby declare that the following are deviations/modifications in the Agreement for Sale to be executed by the Developer with the Allottee/s vis a vis Model Form of Agreement for Sale as per Rule 10 (1).

The deviation in Model Form Clauses is highlighted in **yellow colour** in Column "Deviation Clause in Developer AFS" and rest of additional clauses of Developer' AFS are highlighted in **Grey colour** in column "Deviation Clause in Developer AFS".

Sr. No.	Clause in Model Agreement	Clause No	Deviation Clause in Co-Promoter AFS
	AND WHEREAS the Allottee has applied to the Promoter for allotment of Apartment No. on floor in wing _____ situated in building No. being constructed in the _____ phase of the said Project.	Recital O	The Allottee/s has applied to the Promoter for allotment of a Flat/Office/ Shop bearing No. _____ in _____ wing admeasuring _____ square feet RERA Carpet area on _____ floor in Building known as _____ ("SAID PREMISES/ UNITS") being constructed on the said Property and _____ car parking space(s) ("PARKING SPACE(S)") Garage/Basement Parking / Open Parking to be constructed on the said Property bearing No. _____ as more particularly described in the SECOND SCHEDULE hereunder written and shown delineated with BLUE COLOUR BOUNDARY LINE on the plan annexed as ANNEXURE "H" ;
	AND WHEREAS the carpet area of the said Apartment is square meters and "carpet area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.	Recital P	The Carpet Area of the said premises/unit is _____ square feet RERA Carpet area and Exclusive Areas of the said premises/unit is _____ square feet RERA Carpet area ("Total Area"). For the purposes of this Agreement (i) "Carpet Area" means the net usable floor area of an Flat/ office/ Shop, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said premises/unit for exclusive use of the Allottee/s or verandah area and exclusive pocket terrace area appurtenant to the said premises/unit for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Flat/ office/ Shop and (ii) "Exclusive Areas" means exclusive

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			balcony appurtenant to the said premises/unit for exclusive use of the Allottee/s or verandah area and exclusive pocket terrace area appurtenant to the said premises/unit for exclusive use of the Allottee/s and other areas appurtenant to the said premises/unit for exclusive use of the Allottee/s.
1	The Promoter shall construct the said building/s consisting of basement and ground/ stilt, /..... podiums, and upper floors on the said Property in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.	1.1	The Promoter are developing the a multi-storeyed proposed buildings comprising of comprising of two Basement plus Ground Shops plus Nine Upper Floors being ___ Wing and commercial building comprising of Seven Upper Floors being ___ Wing being the Proposed Buildings with the name [REDACTED] in accordance with the plans, designs and specifications as approved by the concerned authorities and which may further be approved hereafter by the concerned local authorities (for the additional floors or additional structures or additional wings as stated above and Promoter accepts full and sole responsibility and liability for entire Development of the Project) and which sanctioned plans as well as the presently envisaged plans have been seen and approved by the Allottee/s. Provided that the Promoter shall obtain prior consent in writing of the Allottee/s in respect of any major alteration or addition or variations or modifications which may adversely affect the Flat/ office/ Shop of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.
		1.2	The Amenities and Facilities of the Project shall at all times remain common and shall be shared by all the residents of the Project. The Allottee/s hereby confirm/s and undertake/s that the Allottee/s and/or society shall not at any time raise any objection/ dispute / hindrance for any reason whatsoever for use of such Common Areas and Amenities and Facilities of Project by the Allottee/s/member/s of the Project. Further, the costs and charges towards such Common Areas and Amenities and Facilities of the Project shall be shared between all the Allottee/s/ member/s of the Project. The Allottee/s hereby acknowledges, confirm and agree to the same and accordingly gives his/her/their no-objection and consent/s to the same.
		2 (2.1)	<u>Descriptions of Flat/ office/ Shop. Parking Space(s) and Common Areas And Facilities & Total Consideration:</u>

V/S

			<p>At the request of the Allottee/s, the Promoter has agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase from the Promoter;</p> <p>(a) Flat /Office / Shop of the aforesaid Total Area bearing Flat/ Office/ Shop No. _____ admeasuring _____ square feet RERA Carpet area, on the _____ floor of the Building known as _____ ("SAID PREMISES/ UNIT");</p> <p>(b) _____ car parking space(s) ("SAID PARKING SPACE") ("Garage/Basement Parking / Open Parking) constructed on the said Property bearing No. _____.</p> <p>which is more particularly described in the Second Schedule hereunder written and shown in Blue colour boundary line on the plan annexed as Annexure "H" constructed on the said Property, along with the right to use the Amenities and Facilities more particularly in the Annexure "A".</p>
5	The fixtures and fittings about the flooring and sanitary fittings and amenities like one or more lifts with a particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in Annexure "E" annexed hereto.	2.2	The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like one or more lifts with particular brand, or equivalent to be provided by the Promoter in the said building and the said premises/unit as are set out in Annexure "A", annexed hereto. The Allottee/s hereby confirms that the Allottee/s is/are satisfied about the specifications, fixtures and fittings mentioned in Annexure "A" and the same shall only be relied by the Parties.
		2.3	The Carpet Area of the Flat/ office/ Shop is _____ square feet RERA Carpet area and the Exclusive Areas of the Flat/ office/ Shop is _____ square feet RERA Carpet area aggregating to Total Area of _____ square feet RERA Carpet area. The Carpet Area & Exclusive Areas shall have the meaning ascribed to it in Recital T above.
		2.4	10% of the Total Consideration shall be the Earnest Money. Along with the Total Consideration, the Allottee/s agree(s) and undertake(s) to pay to the Promoter, amounts as specified in Clause 7 of this Agreement.
		4.2	The Allottee/s shall pay the respective payment as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of the Promoter sending notice of the completion of each milestone. Intimation forwarded by Promoter to the Allottee/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed

			and such proof shall be valid and binding upon the Allottee/s and the Allottee/s agree/s not to dispute the same. The Allottee/s hereby understand/s and agree/s that, save and except for the intimation from the Promoter as provided under this Clause, it shall not be obligatory on the part of the Promoter to send reminders regarding the payments to be made by the Allottee/s as per the payment schedule mentioned in this Clause, and the Allottee/s shall make all payment/s to the Promoter on or before the due dates, time being the essence of this Agreement.
		4.3	All payments to be made by the Allottee/s under this Agreement shall be by cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of "_____ ACCOUNT".
		4.4	For the purpose of remitting funds from abroad by the Allottee/s, the following are the particulars of the beneficiary: Beneficiary's Name : _____ Account; Beneficiary's Account No. _____ : _____ Bank Name : _____ Bank; Branch Name : _____; Bank Address: _____; IFSC Code : _____
		4.5	In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the Flat/ office/ Shop, the Allottee/s undertake/s to direct such financial institution to and shall ensure that such financial institution does disburse/pay all such instalment of Total Consideration amounts due and payable to Promoter through an account payee cheque/ demand draft drawn in favour of "_____".
1(f)	The Promoter may allow, in its sole discretion, a rebate for early payments of equal installments payable by the Allottee by discounting such early payments @ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.	4.6	Further, at the express request of the Allottee/s, the Promoter may at its sole discretion offer a rebate to the Allottee/s in case the Allottee/s desires to give early payments any time hereafter It is hereby clarified that the foregoing rebate is subject to the Allottee/s complying with all its obligations under this Agreement including timely payment of the instalments. Save as foregoing, the quantum of rebate once offered by the Promoter shall not be subject to any change/withdrawal. The early payments received from the Allottee/s under this Clause shall be adjusted against the future milestone payment due and payable by the Allottee/s

		4.7	In the event, the Promoter is required to refund any amounts in terms of this Agreement, the Promoter may refund such amounts in the below Bank account. The Allottee/s agree to update the Promoter of any change in the Bank account details immediately and shall not hold the Promoter liable in case of Allottee/s's failure in this regard.
		4.8	If any of the payment cheques/banker's cheque or any other payment instructions of/by the Allottee/s is/are not honoured for any reason whatsoever, then the same shall be treated as default under Clause 20 below and the Promoter may at its option be entitled to exercise the recourse available thereunder. Further, the Promoter may, at its sole discretion, without prejudice to its other rights, charge a payment dishonour charge of Rs. ____/- (Rupees ____ only) for dishonour of a particular payment instruction for first instance and for second instance the same would be Rs. ____/- (Rupees ____ only) in addition to the Interest for delayed payment. Thereafter no cheque will be accepted, and payments shall be accepted through bank demand draft(s) only.
		5.2 and 5.3	<p>For the purpose of this Agreement,</p> <ul style="list-style-type: none"> • "GST" means and includes any tax imposed on the supply of goods or services or both under GST Law. • "GST Law" shall mean and include the Integrated Goods & Service Tax Act, GST (Compensation to the States for Loss of Revenue) Act, Central Goods & Services Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillary legislations, rules, notifications, circulars, statutory orders etc. • "Cess" shall mean and include any applicable cess, existing or future on the supply of goods or services or both under GST Law or any other Relevant Laws. <p>Taxes shall be payable by the Allottee/s on demand made by the Promoter within 7 (seven) working days, and the Allottee/s shall indemnify and keep indemnified the Promoter from and against the same.</p>
		6	<p><u>Tax Deducted at Source:</u></p> <p>The Allottee/s is aware that the Allottee/s has/have to deduct the applicable Tax Deduction at Source (TDS) at the time of making</p>

			of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Allottee/s shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.
		11.1	If the Promoter fails to abide by the time schedule for completing the project and handing over the said premises/ unit to the Allottee/s, the Promoter agrees to pay to the Allottee/s, who does not intend to withdraw from the project, interest as specified by SBI's MCLR rate plus 2%, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Promoter, interest as specified SBI's MCLR rate plus 2%, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter.
3	The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is square meters 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 Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, 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.	12.1 and 12.2	<p>The Allottee/s has/have been informed and is/are aware that the buildable area has been sanctioned for the said Property on the basis of the available Floor Space Index ("FSI") and accordingly the Promoter shall develop the said Property.</p> <p>The Promoter declares that FSI available as on date in respect of the said Property is _____ square feet RERA Carpet area only and the Promoter has planned to utilize FSI of _____ square feet RERA Carpet area on the said property by utilizing the FSI of the said Property or by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulations or based on the expectation of increased FSI which may become available in future.</p>
		12.3, 12.4, 12.5 and 12.6	The Allottee/s acknowledge(s) that the Promoter jointly are entitled to utilize and deal with all the development potential of the said Property including the existing and future FSI and /or transferable development rights ("TDR") heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to

			<p>use any or all of such FSI and/or TDR for construction of building and development of facilities and/or amenities on the said Property as per Applicable Laws.</p> <p>The Allottee/s further acknowledge(s) that, (I) the Promoter shall also be solely entitled to freely deal with the additional saleable component comprising on the said Property (along with the FSI/TDR or otherwise) including by way of sale/transfer to any entity (II) the Promoter may also sell/transfer its stake to any person, in accordance to the existing laws and as per their respective entitlements. The Allottee/s has/have entered into this Agreement knowing fully well the scheme of development to be carried out by the Promoter on the said property.</p> <p>Neither the Allottee/s nor any of the other purchasers of the Flat(s)/ unit(s)/ premises(s) in the building nor the society to be formed of purchasers of flat(s)/premises/units shall be entitled to claim any FSI and/or TDR howsoever available on the said Property. All FSI and/or TDR at any time available in respect of the said Property shall belong to the Promoter only.</p> <p>The unutilized / residual FSI in respect of the said Property shall always be available to and shall always be for the benefit of the Promoter shall have the right to deal / use the FSI / TDR as it may deem fit. In the event of any additional FSI in respect of the said Property or any part thereof being increased as a result of any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at anytime, hereafter, the Promoter jointly shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and/or additions to the built up area on the said Property as may be permissible.</p>
7.1	<p>Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of</p>	15.1	<p>The Allottee/s shall take possession of the Flat within 15 (fifteen) days from the date Promoter offering possession of the Flat/ office/ Shop by providing possession letter, by executing necessary documents, indemnities, declarations and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Flat/ office/ Shop to the Allottee/s Upon receiving possession of the Flat/ office/ Shop or expiry of the said 15 days from offering of the possession ("Possession Date"), the Allottee/s shall be deemed to have accepted the Flat/ office/ Shop, in consonance with this Agreement, and shall thereafter, the Allottee/s agree/s to pay the common area maintenance charges as mentioned in this</p>