



**DECLARATION FOR REPORT ON DEVIATION IN RESPECT
OF MODEL COPY OF AGREEMENT FOR SALE**

I, **SRI. SHYAMLAL H THAKUR** Director of **M/S. SHIVCORP INFRA OPC PVT Ltd.** hereby declare and certify that: -

1. The firm has undertaken developer of project named **GURU ASHISH CHS LTD** situated at Plot of land bearing CTS No 434 of at Village Mulund East of Mumbai 400 081.
2. The MahaRERA has prescribed the format of agreement for sale as per Annexure 'A' to the Rule 10 (1).
3. The promoter has adopted the said format of said Agreement for Sale. However, the promoter made certain deviations/modifications in the said prescribed format of agreement for sale. As required, the said modifications/variations in the agreement for sale has been highlighted in yellow. The said modified agreement for sale shall be used to enter into the agreement for sale with the prospective buyer of the apartment in the said project undertaken. The particulars of the deviations/modifications in the said prescribed agreement for sale as proposed by the promoter are as under: -

A. Page no 6 and 7. Point No 2.

The Purchaser/s agree to purchase from the Developers and Developers hereby agree to sell to the Purchaser/s one **Flat Premises bearing No. _____, having wall to wall Carpet area of _____ sq. ft. or thereabouts (inclusive of the area of balconies) (RERA area _____ sq.ft. carpet) in the " _____" wing on the _____ floor** of the Building and shown in the floor plan thereof hereto annexed and marked Annexure "D" (hereinafter referred to as "the Said Premises").

" Rera Carpet area" means the net usable floor area of the said Premises, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser/s but includes the area covered by the internal partition walls of the Premises.



For SHIVCORP INFRA (OPC) PVT. LTD.

[Signature]
DIRECTOR

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The total price of the said premises inclusive of the proportionate price of common areas and facilities appurtenant to the premises to be paid by the Purchaser/s to the Developers works out to Rs. _____/- (Rupees _____ only). The said amount of the consideration of the said premises shall be paid by the Purchaser/s to the Developers in the following manner that is to say-

The said consideration of the said premises shall be paid by the Purchaser/s to the Developers in the following manner that is to say-

(Modified)

BOOKING AMOUNT 10.00%
UPON AGREEMENT 20.00%
UPON PLINTH COMPLETION 15.00%
UPON 1ST SLAB 3.25%
UPON 2ND SLAB 3.25%
UPON 3RD SLAB 3.25%
UPON 4TH SLAB 3.25%
UPON 5TH SLAB 3.25%
UPON 6TH SLAB 3.25%
UPON 7TH SLAB 3.25%
UPON 8TH SLAB 3.25%
UPON 9TH SLAB 3.25%
UPON 10TH SLAB 3.25%
UPON 11TH SLAB 3.25%
UPON 12TH SLAB 3.25%
UPON 13TH SLAB 3.25%
UPON 14TH SLAB 3.25%
UPON BRICKWORK 5.00%
UPON PLASTER AND PAINT 2.50%
BAL BEFORE POSSESSION 2.00%
100.00%

B. Page No 8 & 9. Point No 4.

4. The Sale Consideration and all other taxes, amounts (including deposits taxes and outgoings) as specified in this Agreement shall be the essence of the contract. The Developer shall, in respect of the Sale Consideration and any other amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement will have a first lien on the said Premises. It is an essential and integral term and condition of this Agreement and of the title to be created in respect of the Premises under this Agreement in favor of the Purchaser; that only in the event the Total Consideration as aforesaid, including all other taxes and amounts payable by the Purchaser hereof are



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paid by the Purchaser/s/ to the Developers and Purchaser has/have furnished to the Developers the requisite Form 16B for all amounts of TDS, shall the Purchaser has or be entitled to claim any rights under this Agreement and/or in respect of the said Premises.

C. Page no 9 Point No 6.

6. (Modified) The Developers shall confirm the final carpet area that has been allotted to the Purchaser/s after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developers. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser/s within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser/s. If there is any increase in the carpet area allotted to Purchaser/s, the Developers shall demand additional amount from the Purchaser/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1, 2(a) of this Agreement.

D. Page no 11 & 12. Point No 13

13. Without prejudice to the right of Developers to charge interest in terms of sub clause ___ above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Developer under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing three defaults of payment of installments, the Developers shall at their own option, may terminate this Agreement. Provided that, Developers shall give notice of fifteen days in writing to the Purchaser/s, by Registered Post AD at the address provided by the Purchaser/s and mail at the e-mail address provided by the Purchaser/s, of their intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser/s fails to rectify the breach or breaches mentioned by the Developers within the period of notice then at the end of such notice period, Developers shall be entitled to terminate this agreement. (M)odified) Provided further that upon termination of this Agreement as aforesaid, the Developers shall forfeit 10 % of total paid amount and then shall refund remaining paid consideration amount to the Purchaser/s (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developers) within a period of thirty days of the termination, the installments of sale consideration of the Premises which may till then have been paid by the Purchaser/s to the Developers

E. Page No 13. Point no 17.

17. The Developer shall give possession of th said Premises/Apartment to the

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Purchaser on or before..... day of 20 . If the Developer fails or neglects to give possession of the said Premises/Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date then the Developer shall be liable on demand to refund to the Purchaser the amounts already received by him in respect of the said Premises/Apartment with interest at the same rate as may mentioned in the clause 14 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Developer shall be entitled to reasonable extension of time for giving delivery of the said Premises/Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of -

(i) war, civil commotion or act of God ;

(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(Modified) At the request of the Purchaser , the Developer shall give Notional (soft) possession of the said Premises to the Purchaser prior obtaining OC, for work of furniture and interior.

F. Page 14. Point No 23

(Modified)The Purchaser/s along with other Purchasers of the Premises in the said building shall join in existing Society or join in forming and registering the Society to be known by such name as the Developers may decide and for this purpose also from time to time sign and execute the application for registration and/or Membership and other papers and documents necessary for admission/formation and registration of the Society for becoming a member, including the bye-laws of the Society and duly fill in, sign and return to the Developers within 8 days of the same being forwarded by the Developers to the Purchaser/s, so as to enable Developer to register the organization of the Purchaser/s or to admit to membership rights of the existing Society, as the case may be. No objection shall be taken by the Purchaser/s if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative societies or Registrar of Companies or any other competent Authority.

G. Page No 15. Pont no 25

25. The Developer shall, within three months of registration of the Society/ federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Society/Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed. (Modified) The necessary Conveyance Deed in favour of the GURU ASHISH CHS; LTD; is already registered and therefore , the Developers are not under any obligation to execute additional Deed of Conveyance. in keeping with the terms and provisions of this Agreement but if it is required to perfect the title, the Developer shall in coordination with the Society shall execute necessary documents.



For SHIVCORP INFRA (OPC) PVT. LTD.

[Signature]
DIRECTOR

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H. Page No 19. Point 31(d).

31(d). Not to demolish or caused to be demolished the said premises or any part thereof, not in any time make or caused to be made any addition or alteration of whatsoever nature in the elevation and outside color scheme of the building in which the premises are situated and shall keep the portion, sewers drains pipes in the premises and appurtenances thereto in good tenatable condition and in particular so as to support shelter and protect the other parts of the building and shall not chisel or in any other manner columns, beams, walls, slabs or R.C.C. parts or other structural members in the said premises without the prior written permission of the Developers. (modified) To fix Grill as per common design approved by the Developers but at the cost of Purchaser

I. Page no 20 and 21. Point No 30 (k) & (i).

k. (Modified) Till a conveyance of building in which the said premises are situated is executed the Purchaser/s shall permit the Developers and their surveyors and agent with or without workmen at all reasonable times to enter into and upon the said land and building or any part thereof to view and examine the state and condition thereof.
i (Modified) The Purchaser/s has scrutinized the said plan attached herewith to the agreement and accepts the area of the said Premises to be correct and the Purchaser/s shall not raise any dispute regarding the said area of the Premises.

J. Page no 23. Point no 43.

43. (Modified) The Purchaser/s shall deduct TDS, as applicable by law and deposit in the appropriate Bank. The Purchaser/s shall produce TDS certificate to the Developers in respect of the said payment. Such deduction and payment of TDS amount to the Income Tax Department as aforesaid shall form a part of the total consideration under this Indenture.

4. As per order no. 31/2022 dated 1st July 2022 issued by the MahaRERA in clause (e) on page 3 of the said order, it is mentioned that in the event of any deviation/modification in the prescribed proforma of Agreement for sale as proposed by the promoter, then in such cases, the deviations/modifications shall be highlighted in the difference colours and accordingly be uploaded on the MahaRERA portal while seeking registration of the project under MahaRERA.

5. In view of such requirements vide said MahaRERA order bearing no. 31/2022 dated 1st July 2022, we are herewith uploading the model proforma agreement for sale as modified & proposed by the promoter highlighting in different colour the area where there are certain modifications/deviations.



For SHIVCORP INFRA (OPC) PVT. LTD.

DIRECTOR

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6. This self-certifying declaration is made for the purpose of registration of the GURU ASHISH project with the MahaRERA.

Place: MUMBAI

Date: 17/08/2023



For SHIVCORP INFRA (OPC) PVT. LTD.

[Signature]
DIRECTOR