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DEVELOPERS

DEVIATION REPORT FOR SALE AGREEMENT PROFORMA:

After Giving Complete Recital of the Title as specified in the Model Agreement following are the deviation in the sale agreement proforma:

Thereafter- Clause 2 mentioned in our uploaded Sale Agreement Proforma which is similar to Clause 1 (a) and 1(b) of the Model RERA Agreement.

Thereafter- The Clause 6 mentioned in our uploaded Sale Agreement Proforma which is similar to Clause 1 (g) of the Model RERA Agreement with deviation thereof.

The Developer shall confirm the final carpet area that has been allotted to the Flat Purchaser after the construction of the said building/s is complete and the Occupation Certificate is granted by the Sanctioning authority, subject to a variation cap of three (3) per cent. If there is increase or reduction in the carpet area within the defined limit then the Developer and Flat Purchaser shall not claim any excess amount against each other for variation in the carpet area of the said Flat within the defined limit.

Clause 9 of Sale Agreement Performa is as per Clause 2.1 of Model RERA Agreement.

Thereafter- The Clause 10 mentioned in our uploaded Sale Agreement Proforma which is similar to Clause 3 of the Model RERA Agreement with deviation thereof.

The Developer is entitled to avail balance F.S.I. in respect of the said property including benefit of T.D.R., Additional F.S.I., Incentive F.S.I., if any, of entire said property. The Developer are also entitled to at their own discretion, to utilize the same. The Flat Purchaser hereby irrevocably consents for Developers availing F.S.I. in the manner stated hereinabove.

Clause 11 and 12 of Sale Agreement Performa is as per Clause 4.1 & 4.2 of Model RERA Agreement.

Clause 14 of Sale Agreement Performa is as per Clause 6 of Model RERA Agreement. (Force Majeure)

Clause 15 & 16 of Sale Agreement Performa is as per Clause 7.1, 7.2 & 7.3 of Model RERA Agreement.

Thereafter- The Clause 17 mentioned in our uploaded Sale Agreement Proforma which is similar to Clause 7.4 of the Model RERA Agreement.

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101, Sunvision Classic, Hanuman Road, Opp. ING Vysya Bank, Vile-Parle (E), Mumbai - 400 057.
Tel.: +91-22-26630555 Fax : +91-22-2617 0555 Web : www.vinirealities.in Email : info@vinirealities.in

Clause 18 of Sale Agreement Performa is added as under

So far as the residential flats in the said Building are concerned, the purchaser/s thereof shall use the same for residence as far as shop is concern the purchaser shall use the same for commercial. The car parking spaces sold, allotted or reserved in favour of the purchasers and allottees of flats and premises shall be used and enjoyed by such purchasers and allottees as a limited/ restricted common area and facility for the purpose of parking their own vehicles and the vehicles of their employees and for no other purpose whatsoever. The attached terraces shall be used by the purchasers thereof for such purposes as are permissible in law. The overhead terraces, common adjacent and adjoining terraces and open spaces and other common areas and facilities, where they are reserved or designated as limited/restricted common areas and facilities by the Promoters shall be used and enjoyed in such manner as is permissible in law by the purchasers and allottees in whose favour such reservation or designation is made and where there is no reservation or designation by the Promoters as a limited/ restricted common area or facility, the purchasers or allottees of flats and premises shall use and enjoy the same in such manner as is permissible in law.

Clause 22 & 23 of Sale Agreement Performa is as per Clause 10 & 11 of Model RERA Agreement.

Clause 25 & 26 of Sale Agreement Performa is added as under

- The Developer may in their discretion amalgamate said property with adjoining properties to make a composite development. Purchaser will not take any objection to such amalgamation. The Flat Purchaser hereby agree with the Developer that the Developer shall have exclusive rights to construct and/or provide the said common facilities and amenities to the flat Purchasers of the said building and any other persons for such fees/premium and on such terms and conditions as they may deem fit and proper. The Purchaser/s hereby consent/s to the above. The consent contemplated hereunder shall for all purposes be considered as Purchaser's/s' consent under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of MOFA. And Section 14(1) (i) and (ii) and other applicable provisions of RERA.

- The Developer shall be entitled to amalgamate the said property with the adjoining plot or plots as also to lay out the said plot or amalgamated plots and in that event shall be entitled to amend the building plans without affecting the said Flat agreed to be purchased by the Flat Purchaser under this Agreement.

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- The Flat/shop Purchaser will not at any time demolish of cause to be demolished the Flats or any part thereof agreed to be taken by him/her/them nor will he/she/they at any time make or cause to be done any additions or alterations of whatsoever nature to the said Flats or any part thereof and shall not permit the closing of verandah or lounges or balconies or make any alterations in the elevation and outside colour scheme of the Flats to be acquired by him/her/them.
- After handing over the possession of the Flat/Shop to the Flat Purchaser if any additions or alterations in or about or relating to the said building are thereafter required to be carried out by the Government, Municipal Corporation/MHADA or any statutory authorities, the same shall be carried out by him/her/them in cooperation with the Purchaser of the other Flats in the said building at his/her/their costs and the Developer shall not be in any manner liable or responsible for the same.

Clause 37 of Sale Agreement Performa is as per Clause 14 of Model RERA Agreement except sub clause j of Performa Agreement which deviates as follows:-

The Flat Purchaser shall not change the user of the said Flats.

Entire Clause 46 to 49 of Sale Agreement Performa is added which is not present in Model agreement for Sale of RERA.

For Vini Developers

VINI DEVELOPERS

(Partner)

Place – Mumbai.

Date – 09th August 2023.