Date: 23/12/2023

Deviation Report

Document Type: Agreement for Sale

Project Name: **ASHIYANA APARTMENT CHSL LTD** Project Land: Plot No. 39 area admeasuring 919.40 Square Meters forming part of Survey No. 47 (Part), C.T.S. No. 97A/27 of Village: Chincholi, Taluka: Borivali in the Registration District of Mumbai, District – Mumbai Suburban and together with building **"ASHIYANA APARTMENT".**

Promoter Name**: M/s. PEARL 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)(i) – added portion:

The purchase price of the Apartment as mentioned above, is determined on the basis of above referred carpet area of the apartment which Allottee/s agree/s and confirm/s. Thus, the other appurtenant area such as terrace if any, balcony if any, service shaft if any, exclusive verandah, if any, are neither included in the carpet area nor are considered for determining the purchase price.

(ii) Clause 1(a)(iv) – added portion:

(iv) The Allottee shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor. Allottee shall keep the said car parking space as shown in the

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sanctioned plan of said project and shall not enclose or cover it in any manner.

The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose. The Society or Limited Company/Federation/ Apex body shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the Promoter.

OR

(iv) The Allottee has informed the promoter that he/she does not require any car parking space in said project. Accordingly, no reservation of car parking is made against said Apartment. Allottee undertakes, assures and guarantees not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Allottees.

(iii) Clause 1 (d) – added portion:

GST, Swachh Bharat Cess

(iv) Clause 7.4 – added portion:

it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the Apartment/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

(v) Clause 9 – added portion:

Any delays in signing and handing over of documents by the Allottee to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly.

(vi) Clause 9.3 – added portion:

which shall be paid in advance for _____ months on/before possession of the Apartment.

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(vii) Clause 10 – added portion:

(All the aforesaid amounts to be decided by the Promoter at the time of possession, on actual amount incurred/to be incurred)

(viii) Clause 14 – added portion:

xiii. The building under reference is deficient in open space and MCGM and its officers will not be held liable for the same in future by the ALLOTTEE/ PURCHASER.

xiv. That the ALLOTTEE/ PURCHASER agrees for no objection for the neighborhood development with deficient open space in future.

xv.That the ALLOTTEE/ PURCHASER will not hold MCGM and its officers liable for inconvenience/ accident/ failure of mechanical parking system/ car lift in future.

xvi. That the ALLOTTEE/ PURCHASER will not hold M.C.G.M. and its officers liable for the proposed inadequate / substandard sizes of rooms in future and complaints of whatsoever nature will not be made in future.

xvii. That there is inadequate maneuvering space of car parking's and ALLOTTEE/ PURCHASER will not make any complaint to M.C.G.M. in this regard in future.

xviii. That the toilet is existing above habitable room and no complaint regarding leakages if any in future shall be made by the ALLOTTEE/ PURCHASER to MCGM.

xix. That the ALLOTTEE/ PURCHASER hereby will not hold M.C.G.M.

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and its officers liable against any claims that may arise in future on title on of the land.

xx.That the ALLOTTEE/ PURCHASER hereby will not hold M.C.G.M. and its officers liable against any damages, risk, accidents, nuisance caused to the occupiers and neighbors during the course of construction of the said project

xxi. That the ALLOTTEE/ PURCHASER hereby undertake that more height of the stilt will not be misused.

xxii. That the ALLOTTEE/ PURCHASER hereby will not hold M.C.G.M. and its officers liable against any inconvenience/ accident/s caused due to the installation of mechanized stack parking system. i.e., 3 level stack type parking and that the said mechanical parking will be kept in good condition by the users and society.

xxiii. That the ALLOTTEE/ PURCHASER hereby will not hold M.C.G.M. and its officers liable against inadequate ratio of car parking.

xxiv. That the ALLOTTEE/ PURCHASER hereby undertakes that the elevation features will not be misused by him/her.

xxv. That the ALLOTTEE/ PURCHASER hereby undertakes to maintain the Vermi-composting bin & to maintain separate dry & wet garbage bins as per MCGM norms.

xxvi. That the ALLOTTEE/ PURCHASER hereby undertakes to pay the penalty charges as framed by M.C.G.M. in case of failure of maintenance of the Vermi-composting bins & separate dry & wet garbage bins as per MCGM norms.

xxvii. That the ALLOTTEE/ PURCHASER hereby undertakes to comply with

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all and any of the indemnity/ undertakings/ registered undertakings etc. submitted or may be submitted by the promoters to MCGM in respect of the said project.

xxviii. Not to Fix MS Grills/ MS Box Grills on windows, if at all the ALLOTTEE/ PURCHASER wishes to fix the grills on windows the same shall be invisible type grills only subject to MCGM & or Fire Departments approval / guidelines. The Developer or the Society will not be Responsible for any act by the ALLOTTEE/ PURCHASER which are forbidden to them as per this agreement & or the Development Agreement.

xxix. ALLOTTEE/ PURCHASER shall not encroach, litter the Part Terrace / Top Terrace / Fire Refuge Area or any other common area / common amenity area or the common parking area etc. that belongs to the Society or belongs to any other Member/s of the Society or the Developer.

xxx. Before installation of Air Conditioner's (Either Split or Window Type) the ALLOTTEE/ PURCHASER shall take prior permission from the Society/ Developer. The ALLOTTEE/ PURCHASER shall not do any core cutting to the Structural RCC members or to the wall in any situation / circumstances. The Air Conditioner's to be installed by the ALLOTTEE/ PURCHASER only at the dedicated / pre-defined location provided by the Developer.

xxxi. No internet or TV cable wire etc. will be installed by the ALLOTTEE/ PURCHASER in the hanging condition or taken directly from the doors or windows of the flat/s. The same shall be routed via the conduit provided by the Developer running through the electrical duct / RCC slabs and other elements.

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

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Agreement for Sale has been prepared and submitted to MahaRERA on 23/12/2023. 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.

Promoter,

For M/s. PEARL INFRA

SALEEM
SALAM
SHAIKH

Partner

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