

Deviation Report

Dated-18/08/2022

To,
The Maharashtra Real Estate Regulatory Authority,
3rd Floor, A wing, Slum Rehabilitation Authority,
Administrative Building, Anant Kanekar Marg,
Bandra(E), Mumbai-400051.

Subject-Deviation report of Agreement for sale for registration of Real estate Project under Rera.

Respected sir/Madam

I am **Mr.Sachin Anant Tawade**, Proprietor of **M/s. Sarvesh Construction**, having my address -Tawade Nagar, Shahapur, Tal. Shahapur, Dist-Thane.

I have Constructed the Building **RAMANATH** apartment on **City survey no.89, 660** Village-Shahapur, Taluka-Shahapur, Dist-Thane. I have applied for registered the said Ramanath Building project under Rera Act.

I have uploaded the draft of Agreement for sale for applying for registration of a real estate project, the proforma of the Agreement for sale proposed to be signed with the allottees that may be as per the model form of agreement at Annexure A of Rule 10 of the Rules.

Page no.1 to 6-Recitals of Property.

Page no.6 to 10, Clause no-1a-1h Consideration, mode of payment

Remark-No any Deviation/modifications.

Page no.10, Clause no-2.1 Responsibility of Promoter about plan.

Remark-No any Deviation/modifications.

Page no.10, Clause no-2.2 Time is essence

Remark-No any Deviation/modifications.

Page no.10,11, Clause no-3 FSI

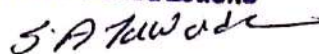
Remark-As per approval, No any Deviation/modifications.

Page no.11, Clause no-4.1-4.2 **Termination**

4.1 If the Promoter fails to abide by the time schedule for completing the project and handing over the Flat to the Allottee, the Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, 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 in the Rule,

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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.

- 4.2 Without prejudice to the right of Promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his 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 Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Flat which may till then have been paid by the allottee to the promoter.

Remark-No any Devition/modifications.

Page no.12,Clause no-5 Fixtures and fittings

Remark-No any Devition/modifications.

Page no.12,Clause no-6 Possession & reasonable extension.

Remark-No any Devition/modifications.

Page no.12-13,Clause no-7.1-7.3 Procedure of taking Possession

Remark-No any Devition/modifications.

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Page no.13,Clause no-7.4 Defect Laibility Clause.

7.4. If within a period of five years from the date of handing over the Flat to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat or the building in which the Flat are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.
Remark-No any Devition/modifications.

Page no.13,Clause no-8 Use of Flat/unit

Remark-No any Devition/modifications.

Page no.13-15,Clause no-9 to 9.3,10,11,12 process of formation of society & Charges

Remark-No any Devition/modifications.

Page no.15-16,Clause no-13 Representaions & Warranties of the Promoter.

Remark-No any Devition/modifications.

Page no.16-18,Clause no-14 Allottees Covenants,

Remark-No any Devition/modifications.

Page no.18,Clause no-15 Saparate account of society.

Remark-No any Devition/modifications.

Page no.19,Clause no-16 Claim of allottees in other primises.

Remark-No any Devition/modifications.

Page no.19,Clause no-17 Promoter shall not mortgage create a charge

Remark-No any Devition/modifications.

Page no.19,Clause no-18 Binding effect.

Remark-No any Devition/modifications.

Page no.19,Clause no-19 Entire agreement.

Remark-No any Devition/modifications.

Page no.20,Clause no-20 Right to amend

Remark-No any Devition/modifications.

Page no.20,Clause no-21 Provisions of Agreement

Remark-No any Devition/modifications.

Page no.20,Clause no-22 Severability

Remark-No any Devition/modifications.

Page no.20,Clause no-23 Method of calculaton of Proportionate share

Remark-No any Devition/modifications.

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Page no.20,Clause no-24 Further Assurances

Remark-**No any Devition/modifications.**

Page no.21,Clause no-25 Place of Execution

Remark-**No any Devition/modifications.**

Page no.21,Clause no-26 present for registration.

Remark-**No any Devition/modifications.**

Page no.21,Clause no-27 Notice to be served

Remark-**No any Devition/modifications.**

Page no.22,Clause no-28 Joint allottees

Remark-**No any Devition/modifications.**

Page no.22,Clause no-29 Stamp duty & registraion

Remark-**No any Devition/modifications.**

Page no.22,Clause no-30 Dispute resolution

Remark-**No any Devition/modifications.**

Page no.22,Clause no-31 Governing law

Remark-**No any Devition/modifications.**

Page no.23-Description of Project land & flats.

Page no.24-Mode of payment

Page no.25-Payment receipts

page no.26 Anneures

The said Agreement for sale is prepared as per Annexure A of Rule 10 of the Rules. I have not any devition/modifications in the proforma of the Allotment Letter which is uploaded on site to registration of Project.

Hence this report.

For Sarvesh Constructions



Prop: Sachin A. Tawade

Mr.SACHIN A TAWADE

Proprietor of M/s.Sarvesh Construction.

Dated-18/08/2022.