

Date: 22.07.2022

Deviation Report

Document Type: Agreement for Sale

Project Name: **Milan Bliss**

Project Land: **CTS No -621(pt), 621/4 to 7, admeasuring about: 821.36**

Sq.Mtrs. beingsituated at Village –Andheri East, Dist: Mumbai Suburban.

Promoter Name: **M/s. Milan Interbuilt Private Limited**

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 Agreementfor 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 clause:

(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 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:

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(iv) Clause 4.2 – added portion:

10% of the total consideration amount as forfeiture charges and as pre-determined liquidated damages and the taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Apartment upto the date of termination of this Agreement

(v) 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.

(vi) 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.

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(vii) Clause 9.1 – added portion:

The Promoter shall not be liable for any delay caused on account of delay by Competent Authorities, such as Collector of Stamps for the adjudication of stamp Duty on the Said Conveyance Deed/Lease Deed. The charges, costs expenses for conveyance/assignment of leasehold rights, including but not limited to Competent Authority Transfer Charge, or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial Or Quasi-Judicial Authorities or any other charge for the transfer of the said plot on 'actual basis' shall be borne by the Allottee/s in proportion to his/her/their gross usable area and that the Allottee shall come forward to accept conveyance of the said plot in the name of the society formed within two (02) months from the date of intimation by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

Clause 9.2 – added portion:

The Promoter shall not be liable for any delay caused on account of delay by the Competent Authorities, such as Collector of Stamps for the adjudication of stamp duty on the Said Conveyance Deed/Lease Deed. The charges, costs expenses for conveyance/assignment of leasehold rights, including but not limited to Competent Authority Transfer Charge, or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi- Government, Judicial or Quasi-Judicial Authorities or any other charge for the transfer of the said plot on 'actual basis' shall be borne the Allottee/s in proportion to his/her/their gross usable area and that the Allottee shall come forward to accept conveyance of the said plot in the name of the society formed within two (02) months from the date of intimation by the Promoter. This amount is not included in agreement value and shall be calculated and informed to the members of the society after occupancy certificate.

(viii) Clause 9.3 – added portion:

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

(ix) 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)

We 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 Agreement for Sale has been prepared and submitted to MahaRERA on **22.07.2022**. 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.

For **M/s. Milan Interbuilt Private Limited**,

B.T. Amrani

Director