



SUN-VISION®
REAL ESTATE · HOSPITALITY
The Vision behind every landmark

SUN-VISION HARMONY

To,

MAHA RERA.

Sub.:- Deviation Report for the project "**Atharv Laxmi**", situated at Final Plot No. 65, Town Planning Scheme -I corresponding to CTS no. 957, 957/1 to 19 of village Vile Parle (East), Taluka Andheri, Chittaranjan Road, Vile Parle (East), Mumbai- 400 057, registered under RERA No. _____.

Following are the points are deviated from the model agreement to agreement for sale in respect of above project.

Sr. No.	Model Agreement-RERA format	Deviation point as per agreement
1	1(b)- 1(d) - Payment schedule of sale consideration	Separate annexure has been provided for payment schedule, with some variations
2	1(f)- rebate in prior payment of sale consideration	No concession/rebate upon pre-payment of sale consideration has been mention in agreement
3	Default by the Allottee in making payment of sale consideration installment:- 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	Default by the Allottee Without prejudice to the right of Promoters to charge interest in terms of sub clause 9 above, on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Promoters under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser/s committing defaults of payment of instalments, or on the Purchaser/s committing breach of any of the terms and conditions herein contained and/or any other writing and/or the terms and conditions of layout, I.O.D., Commencement Certificate and other sanction, permission, no objection, undertakings and affidavits etc. then in such event, Promoters shall without prejudice to their other rights or remedies in law

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 instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

under this agreement or otherwise be entitled at their own option to terminate this agreement and forfeit an amount equivalent up to 20% (twenty percent) out of the total consideration till then paid by the Purchaser/s under this agreement as liquidated damages (which it is agreed is a fair and reasonable estimate of loss and damages that the Promoters shall suffer and do not amount to penalty), PROVIDED THAT upon termination of this Agreement as aforesaid, the Promoters shall refund the balance amount till then received from the Purchaser/s without any interest thereon within a period of 3 (three) months of the sale by the Promoters of the said Flat or completion of the construction of the entire Proposed Building, whichever is earlier. Apart from the aforesaid amount of liquidated damages the Promoters shall also be entitled to deduct the following amounts from out of the consideration received by them :- (i) any interest (as specified in the Rules of the said Act) payable on outstanding amount overdue from the Purchaser/s, (ii) the stamp duty, registration charges, cost of extra work etc. and (iii) the amount of GST VAT, Service Tax or any other taxes charged by the Promoters to the Purchaser/s till the date of such termination and (iv) stamp duty paid by the Promoters on this agreement and other amounts expended by the Promoters pursuant to this Agreement (including inter alia any brokerage charges paid by the Promoters in pursuance of the transaction recorded in this Agreement) and other amounts payable by the Purchaser/s hereunder (as may be payable by the Purchaser/s, up to the date of termination) as well as the costs incurred by the Promoters in finding a new willing acquirer/transferee/purchaser, who may acquire the said Flat (including further brokerage charges as may be incurred by the Promoters in that

		behalf). If the aforesaid amounts are in excess of the amount till then paid by the Purchaser/s then the Promoters shall be entitled to recover the same from the Purchaser/s.
4	Procedure for taking possession: 3 months' Possession notice shall be issued after receipt of OC	Procedure for taking possession: 15 days' Possession notice shall be issued after receipt of OC
5	Payment for slab shall be upto 70%	In draft agreement the payment upto slab is mention around 82%

Your faithfully,

M/S. SUNVISION HARMONY

S.L.C. N. N.

(Authorised signatory)



DATED : 17/11/2022