

DEVIATION REPORT

DEVIATIONS/MODIFICATIONS IN THE PROFORMA OF THE ALLOTMENT FOR SALE AS PROPOSED BY THE PROMOTER AND THE MODEL FORM OF ALLOTMENT LETTER IN COMPLIANCE OF CLAUSE (g) OF SUB-SECTION 2 OF SECTION 4 OF THE REAL ESTATE (REGULATION & DEVELOPMENT) ACT, 2016 ARE MENTIONED HEREUNDER:

Date: ____ October, 2023

Sr. No.	Deviations in the Allotment letter as proposed by the Promoter	Clauses & Page No. under the Allotment letter as proposed by the Promoter
1.	Allotment Letter in respect of Flat No. ____, Wing - ____, admeasuring on or about _____ Sq. Ft. of RERA carpet area on the ____ Floor in the building known as “Sanghvi Pride” to be constructed on plot of land bearing Survey No.30, Hissa No.6 and C.T.S. No. 1111 admeasuring 2494 square meters or there about as per Property Register Card and 27.57 guntas equivalent to approximately 2718 sq. mtrs. or thereabout as per 7/12 extract, , lying being situated at Village Dahisar, Taluka Borivali, in the Registration District and sub-District of Mumbai Suburban situated at Hari Shankar Joshi	Clause – Sub Page No. 1

	Road, Dahisar (East), Mumbai 400 068. (hereinafter referred to as the “Flat”).	
2.	We have acquired development rights in respect of a plot of land bearing Survey No.30, Hissa No.6 and C.T.S. No. 1111 admeasuring 2494 square meters or there about as per Property Register Card and 27.57 guntas equivalent to approximately 2718 sq. mtrs. or thereabout as per 7/12 extract, lying being situated at Village Dahisar, Taluka Borivali, in the Registration District and sub-District of Mumbai Suburban (said Land) together with the building known as “Gaurav” of Adarsh Dahisar Gaurav Co-Operative Housing Society Limited situated at Hari Shankar Joshi Road, Dahisar (East), Mumbai 400 068 (hereinafter referred to as the “ said Property ”) and we are developing the said Property under the provisions of Development Control and Promotion Regulations, 2034 (“ DCPR 2034 ”) and amended from time to time.	Clause – 1 Page No. 1
2.	We intend to construct a multi storied composite building on the said Property to be known as “Adarsh Dahisar Gaurav Co-operative Housing Society Limited” (hereinafter referred to as “ Project ”) comprising of a Ground Floor plus + 22 Floors for rehabilitation of existing members and for free sale (hereinafter referred to as “ said Building ”).	Clause – 2 Page No. 2
3.	We have obtained Intimation of Disapproval (“ IOD ”) dated 26 th May, 2023 bearing Ref. No. P-16470/2023/(1111)/R/N WARD/DAHISAR R/N/337/1/NEW.	Clause – 3 Page No. 2
4.	We have obtained Commencement Certificate (“ CC ”) dated 27 th July 2023 bearing Ref No. P-16470/2023/(1111)/R/N WARD/DAHISAR R/N/CC/1/NEW upto Plinth level.	Clause – 4 Page No. 2

5.	We have registered the Project with the Real Estate Regulatory Authority (hereinafter referred to as “Authority”) under the provisions of Section 5 of RERA read with the provisions of the RERA Rules at Mumbai under no. _____ on _____. The above details are available for inspection on the website of the Authority at https://maharera.mahaonline.gov.in	Clause – 5 Page No. 2
6.	On demand, we have given you the inspection of all title documents relating to the said Property such as Development Agreement, Power of Attorney, Supplementary Agreement, Undertakings, Title Deeds in respect of the said Property, IOD, NOC’s and such other permissions and approvals given by concerned authorities and the plans, designs and specifications prepared by the Architect and the Structural Engineer and all other relevant documents specified under the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder.	Clause – 6 Page No. 2
7.	<u>Interest Payment :-</u> In case of delay in making any payments, without prejudice to our rights to terminate this allotment letter, you shall be liable to pay interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent on the delayed payment from the date of delay till the date of realisation of such payment. Alternatively, we reserve our right to cancel this allotment, forfeit _____ % of the Total Consideration and refund the balance amount without any interest and further allot the Unit to a third party.	Clause – 15 Page No. 4

8.	<u>Other Payments :-</u> In addition to the Total Consideration payable by you, you shall also be liable to make the payment of GST, stamp duty and registration charges, as applicable and such other payments as more specifically mentioned in the agreement for sale, the proforma whereof is enclosed herewith in terms of Clause 18 hereunder written as well as the payments stated in Annexure - C attached herewith. You are required to deduct tax at source (TDS) in accordance with the applicable rates as per the Income Tax Act, 1961 and pay the tax deducted to the Government and deliver the relevant TDS certificate, challans, receipts and other relevant documents relating to each payment, to us as per the provisions of the Income-tax Act, 1961 and the rules made thereunder. Any delay in making the payment and/or taxes as aforesaid, you shall be liable to pay the interest and/or any penalty levied by the concerned authority/ies in respect thereof.	Clause – 17 Page No. 5
9.	<u>Execution and registration of the agreement for sale: -</u> Iv Until registration of the agreement for sale in your favour, you will not be entitled to transfer or assign the said Unit to any third party or seek specific performance for sale of the said Unit to you.	Clause – 19(iv) Page No. 6
10.	<u>Notices/Demand Letters: -</u> All notices/demand letters to be served upon you as contemplated in this letter shall be deemed to have been duly served if sent to you by Post/Hand Delivery/Registered	Clause – 21 Page No. 7

	A.D/WhatsApp to the address/phone number/email id given hereinabove.	
11.	All the terms and conditions mentioned herein shall be binding on you and you confirm that this allotment is the basis of commercial understanding between us. This Allotment shall be subject to Mumbai Jurisdiction Only. Kindly confirm the above by signing the duplicate hereof signifying acceptance of the above terms and conditions.	Clause – 23 Page No. 7

Page No. 11 & 12 of Proforma of Allotment Letter

ANNEXURE – “B”

PAYMENT SCHEDULE FOR FLATS

PARTICULARS	AMOUNT (In Rs.)
EARNEST MONEY	
ON EXECUTION OF AGREEMENT FOR SALE	
ON COMPLETION OF THE PLINTH WORK	
ON COMPLETION OF THE SLAB 1	
ON COMPLETION OF THE SLAB 2	
ON COMPLETION OF THE SLAB 3	
ON COMPLETION OF THE SLAB 4	
ON COMPLETION OF THE SLAB 6	
ON COMPLETION OF THE SLAB 8	
ON COMPLETION OF THE SLAB 10	

ON COMPLETION OF THE SLAB _____	
ON COMPLETION OF THE BRICK WORK / INTERNAL PLASTER / FLOORING / DOORS AND WINDOWS, OF THE SAID FLAT	
ON COMPLETION OF THE SANITARY FITTINGS / STAIRCASES / LIFT WELLS / LOBBIES, UP TO THE FLOOR LEVEL OF THE SAID FLAT	
ON COMPLETION OF THE EXTERNAL PLASTER / EXTERNAL PLUMBING AND, WATER PROOFING, OF THE BUILDING OR WING IN WHICH THE SAID FLAT	
ON COMPLETION OF THE LIFT COMPLETION / WATER PUMPS, ELECTRICAL FITTINGS, ELECTRO, MECHANICAL AND ENVIRONMENT REQUIREMENTS, ENTRANCE LOBBY/S, PLINTH PROTECTION, PAVING OF AREAS APPERTAIN AND ALL OTHER REQUIREMENTS OF THE BUILDING OR WING	
AT THE TIME OF HANDING OVER OF THE POSSESSION OF THE FLAT TO THE PURCHASER/S ON OR AFTER RECEIPT OF OCCUPANCY CERTIFICATE OR COMPLETION CERTIFICATE.	

Please Note:

The Composite/Sale Building is completed upto the Stage of _____ and thus on execution of Agreement for Sale you are liable to pay us an amount of Rs. _____/- (Rupees _____ only).

Promoter (s)/Authorized

Signatory

ANNEXURE – “C”

**OTHER CHARGES PAYABLE PRIOR TO HANDOVER OF POSSESSION OF
THE FLAT IN ACCORDANCE WITH THE AGREEMENT**

Sr. No.	Details	Amount (in Rs.)
1.	Infrastructure Cost	
2.	Municipal Development Charges	
3.	Electric Meter Charges	
4.	Water Connection Charges	
5.	Legal Charges (Agreement)	
6.	Formation and registration of the said Organisation	
7.	Share Money	
8.	Entrance Fee	
9.	Proportionate share of Outgoings for the premises / Maintenance Charges (Rs. ____/- per month for __ months)	
10.	Proportionate share of municipal taxes for the premises (as applicable at the time of possession) – Approx. Amt. (In case of any deficiency in charges mentioned in point no. 9 above; the amount under this current point shall be adjusted against the same.)	
TOTAL		

Please Note:

1. It is expressly understood that the consideration mentioned herein does not include any taxes.
2. Any other incidental or consequential charges, if any, shall be charged extra.