



Date:- 14th March 2024

To,

Maharashtra Real Estate Regulatory Authority
3rd floor, A- Wing, Slum Rehabilitation Authority,
Administrative Building, Anant Kanekar Mar,
Bandra (East), Mumbai- 400 051

Subject: - Deviation Repot for Agreement for Sale

Dear Sir/ Madam,

I Sachin Dashrath Dhaktode, Designated Parten duly authorised by the Promoter Sacvir Dimensions LLP ;do hereby declare that the Promoter has made the following deviations/ modifications in the agreement for sale uploaded on the portal in comparison with the model from of agreement at Annexure A of Rule 10 of the Rules highlighted in different colour for registering the Project “**Continental Signature**” situated on land bearing Sector 17, Plot No.182-D, Nerul, Navi Mumbai, Tahsil and District Thane admeasuring 2659.78 sq. meters, situated, lying and being at Sector 17, Plot no. 182-D, Nerul, Navi Mumbai, Maharashtra:

Clause No.	Page No.	Subject matter of Change	Explanation for change
Recital Clause (a)-(t)	2-5	Complete Recitals of the title of the Promoter to the Plot are added	The details of the Project land and the Development Agreement entered by the Promoters are mentioned. The details of reservation in from of road set back is also mentioned
Recital clause (w)	6	The words “as per the sanctioned plans, with such modification as may be approved by the concerned local bodies and authorities from time to time” are added.	The construction of proposed building on Project Land shall be as per plans sanctioned and approved by competent authority
Clause 1	9	Recitals shall form an integral and operative part of the Agreement	It has been added to inform the Allottees relating to importance of Recitals
Cluse 3(a)(i)	9-10	No change in sales consideration even if there is any change in common area and facilities	It has been added to inform the Allottees that there will be no change in sales consideration even if there is

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			any change/ Increase / decrease in common area and facilities appurtenant to the Apartment
Clause 3 (a)(ii)	10	Following words are added "Providing however the proportionate property taxes, maintenance charges and other outgoings in respect to such parking space shall be borne and paid by the Allottee(s) alone"	It has been added to inform the Allottees that they will have to bear outgoing in respect of the parking space allotted to them
Clause 3 (a)(iii)	10	The parking space allotted for use by the Allottee(s) shall always form an integral part of the Apartment and cannot be dealt with separately in isolation from the Apartment by the Allottee(s)	It has been added to inform the Allottees that they Parking space is attached to the apartment and cannot be dealt with separately by allottee as mentioned in the Agreement to avoid future dispute
Clause 3 (a)(iv)	10	The Allottee(s) is/ are aware that similar rights/ permissions for allotment for other parking spaces in the said Building shall be granted by the promoter to other Allottee(s) and the same shall be binding on the Allottee(s) including his/her/their/its nominees and assigns	It has been added to inform the Allottees that Promoter has allotted other parking space to other allottees having similar rights to avoid future disputes.
Clause 3(b) (iii)(iv)and(v)	11	The instalment up to completion of slabs of building is sub-divided into multiple instalments linked to completion of slabs of floors i.e. firstly from stilt to 3 level podiums, secondly up to 6 th floor and thirdly up to top floor slab of the building within the maximum limits permitted as per note to instalment in Annexure A of model form of Agreement for Sale under Maharashtra Rule 10(1) of the rules.	The sub-division of instalments of slabs is done keeping in mind the flow of funds required for ensuring smooth completion of project within the maximum limits as permitted under Annexure for Sale under Maharashtra Rule 10(1) of rules.

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Clause 3(c)	12	Unpaid Vendor's lien and deposit of TDS as per the provisions of Income Tax Act 1961	1. It has been added to inform the Allottees that there will be an unpaid vendor's lien on the apartment for any outstanding amount due from the Allottees until it is paid by the Allottees to the promoters. 2. Further, it has been added to provide information to the Allottees that as per Income Tax Act, 1961, the Allottees are liable for deducting and paying TDS and consequences of not deducting or not paying the same.
Clause 3(d)	12-13	Meaning of 'Taxes' and its related explanation	The meaning of 'taxes' has been mentioned elaborately along with the duty of the Allottees to pay the same timely to avoid any ambiguity.
After Clause 3(e)	13	Rebate for early payment has been removed plans, layout plans, elevations and designs as required by competent authority and right of Promoter to consume entire development potential of the plot.	The Promoter will not provide any rebate for early payment of sales consideration and hence the said clause required by competent authority and Promoter shall have to consume the entire development potential of the project land to avoid any disputes with allottees.

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Clause 7.1 to 7.5	16-17	Right of the Promoter after Termination/ cancellation, refund of sale consideration to Allottees including if Allottee has availed loan facility from Bank/ NBFC	1. It has been added to mention elaborately about the right of the Promoter to further transfer the apartment after termination/ cancellation to avoid any future dispute. 2. Further, the refund process to the Allottees after termination / Cancellation is defined including if Allottee has availed any loan facility from Bank/ NBFC to avoid ambiguity and misunderstanding in future
Clause 9.4	18-19	Defect due to act or omission on part of the Allottees	It has been added to inform the Allottees that Promoter will not be liable for any defect if the same are caused due to any act or omission on the part of the Allottees to avoid any future disputes
After Clause 11.1	20	Deletion of formation of Federation and Apex Body of Societies	It has been deleted since the project consists of only one building and one society will be formed for such building as per RERA
Clause 12	21	Deposit payable by the Allottee to the Promoter shall be paid within 15 days of obtainment of Occupation Certificate	It has been added to inform the Allottees that the deposits should be paid by Allottee to Promoter with 15 days of obtainment of Occupation Certificate or before delivery of Possession, whichever is earlier.

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Clause 14	21	Removal of clause relating to Apex Body or Federation	The same is removed as Apex Body or Federation will not be formed as there will be single society for the project building as per RERA
Clause 16 (ii), (iii), (v) and (xiv)- (xxiv)	24-25 & 27-31	Covenants by Allottees with the Promoter	The said clauses have been added to provide the Allottees information and clarification relating to the apartment, building and project Land to avoid any future disputes
Clause 21(a)	31	Understanding of the Agreement	It has been added to sought clarification that the Allottees after understanding the terms of the agreement and taking legal advice has entered into the same
Clause 27(b)	32	Failure to register the agreement timely	It has been added to inform the Allottees about the consequences for failure to register the agreement timely to avoid future disputes

Kindly take the above details on your record.

Thanking you,

Your Truly



For Sacvir Realtors LLP

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