

Date: 24/09/2024

Deviation Report

Document Type: Agreement for Sale

Project Name: "**Delta Prestige**"

Project Land: Plot No.25, situated in Sector 17, at New Panvel (West), Taluka Panvel, District Raigad contained by admeasurement 5,471.11 square meters or thereabouts, Maharashtra

Promoter Name: **M/s. VYOM SUPERSTRUCTURES LLP**

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 Agreement for Sale:

(i) Clause R – added portion:

It is hereby disclosed and informed to the Allottee that certain public interest litigation / litigation in respect of purchase and consumption of TDR is pending in the Bombay High Court. Upon favourable adjudication / outcome of the said litigations, Promoter 1 may be entitled to construct two more upper floors on 12th floor i.e. Basement + Ground + 14 upper floors by amending and modifying the plans of the Project by loading the TDR on payment or otherwise. It is further disclosed that, the purchase, utilization and consumption of TDR in the Project is the prerogative of the Promoter 1 and in not an obligation of or on Promoter 1. In the event Promoter 1 chooses not to purchase and utilize the TDR or chooses to utilize part thereof, then presently sanctioned 12th floor of the Project shall be topmost floor of the Project and the allottee of the 12th floor premises shall not have any claim or demand or grievance and shall not be entitled to any compensation or damages for the reason of having purchased premises on 12th

floor on the presumption that the Promoter 1 shall be constructing additional upper floors on 12th floor.

The Allottee has understood this crucial development aspect of the Project and the right and entitlement of the Promoter 1 to develop the Project by purchasing / consuming TDR and amending and modifying the plans of the Project and the Allottee has hereby granted his irrevocable, informed and unconditional consent under the provisions of MOFA and section 14(2) of RERA to the Promoter for development of the Project in the manner contemplated herein.

(ii) THE FIFTH SCHEDULE – added portion:

Sr. No.	Particulars of Work	Percentage
1	On Booking	10%
2	Within 30 Days from Booking Date	20%
3	On Completion of Basement Slab Work	10%
4	On Completion of 1 st Slab Work	8%
5	On Completion of 2 nd Slab Work	2%
6	On Completion of 3 rd Slab Work	2%
7	On Completion of 4 th Slab Work	2%
8	On Completion of 5 th Slab Work	2%
9	On Completion of 6 th Slab Work	2%
10	On Completion of 7 th Slab Work	2%
11	On Completion of 8 th Slab Work	2%
12	On Completion of 9 th Slab Work	2%
13	On Completion of 10 th Slab Work	2%
14	On Completion of 11 th Slab Work	2%
15	On Completion of 12 th Slab Work	2%

16	On Completion of 13 th Slab Work	
17	On Completion Brick Work	10%
18	On Completion of Plaster Work	5%
19	On Completion of Flooring Work	5%
20	On Completion of Plumbing & Electric Work	5%
21	On Possession	5%
Total		100%

I 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 **24/09/2024**. 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 Promoter,

M/s. VYOM SUPERSTRUCTURES LLP

Partners

