

20th June 2023.

To,
The Maharashtra Real Estate Regulatory Authority,
6th & 7th Floor, Housefin Bhavan,
Plot No. C-21, E—Block,
Bandra Kurla Complex,
Bandra (E), Mumbai-400051.

Subject- Deviation Report with respect to a model copy of the
agreement of the “Prem Bima Chhaya.”

Dear Sir,

We, M/s. Ashwin Enterprises through its partner Mr. Vishal Jadavji Thakkar hereby state the declare that we have modified and adopted the format of agreement for sale submitted at the time of registration of the project “Prem Bima Chhaya” to Maha RERA, however, we have incorporation the clauses therein in accordance with the statute and provision of Real Estate (Regulation and Development) Act 2016.

We would like to further state and declare that the following clauses and schedule have certain deviation from the model format of agreement for sale and the same are highlighted in draft of agreement for sale (attached herewith) uploaded on the portal.

Clause	Deviation clauses – Additional clause	
A]	iii)	The said existing society having registration No. BOM/HSG/2880 of 1971 is absolutely now seized and possessed of and/or otherwise well and sufficiently entitled to the said Property as the Owner of the same. The said existing building of the said Society has been assessed by the Municipal Corporation of Greater Mumbai under Assessment Ward No. T 584(4)/152/15

		of Account No. TX0105540030000
	iv)	The said existing building was comprising of Ground and 2 upper floors in all have 12 residential flats. The Society through its members have the right to hold, use and occupy 12 residential flats total and these 12 members occupying their respective premises by virtue of their holding shares in the Society. The names of all 12 members, their respective shareholdings, residential flats presently occupied by them along with their present respective carpet areas are set out in the list annexed thereto and marked as Annexure 'A' in the Development Agreement entered between the Promoters and the said Society.
	v)	At present, the said property is capable of being re-developed by demolishing the existing building and by construction of a new building thereon by utilizing Permissible F. S. I. consisting of basic FSI, Premium, F.S.I., Fungible F.S.I. Road FSI and Transferable Development Rights (T.D.R.), as per the prevailing rules and regulations of Municipal Corporation of Greater Mumbai and any premium F.S.I. which may be sanctioned, allotted or provided by state Government in addition to existing FSI allowed for Re-Development. Promoters is also entitled to utilize the incentive FSI as per regulation 33(7)B of DCPR 2034.
B]		The Society in its Special General Body Meeting held on 18/09/2021, resolved to undertake Redevelopment of the said Property.



i)	The Society in its Special General Body Meeting held on 10/02/2022 approved the Promoters' proposal for re-development of the said property by absolute majority.
ii)	The Society accordingly has issued Letter of Intent dated 19/02/2022 appointing the Promoters herein to develop the said Property.
iii)	The Promoters for the redevelopment of the property of the Society were been confirmed and reiterated by majority of members of the Society who were present in the said Special General Body Meeting held on 24/07/2022 in the presence of the representative of the Registrar of the Co-Op. Societies "T" Ward.
iv)	The Assistant Registrar of Co-operative Societies, Mulund (West) Mumbai, "T" Ward by his Letter bearing No. मुंबई/उपनिटीवि/बी-१/१०२२/२०२२ dated 27/07/2022 granted the permission for appointment of the Promoters herein to develop the said Property after attending the General Body Meeting held on 24/07/2022.
v)	The Society in its Special General Body Meeting held on 15/06/2022, has approved the Draft Development Agreement and General Power of Attorney and authorized Chairman Mr. Vijay Dattatram Terse [2] Secretary Mr. Gnana Vijay Kumar and Treasurer Mrs. Alaka Aniruddha Kulkarni as the Office bearers of the Society and also allowed the members to execute the Development Agreement to sign and execute and register



		the Development Agreement, General Power of Attorney and all other Documents required in the Course of Redevelopment of the said Property on behalf of the Society
R]		The Term Allottee/s may include the male or female gender and plural and also firms, companies, societies and other association and in that event in term and derivatives used herein with reference to the said expression shall be construed accordingly. If the Allottee/s be a partnership firm, the said terms shall unless repugnant to the context or meaning thereof mean and include, the partners for the time being of the said firm the survivors or survivor of them and his/her of their assigns. If the Allottee/s be a company or society, the said term shall however appropriately mean and include all persons claiming right, title and interest through such Allottee/s including their successors in interest.
S]		reduced size and the certified copies of plans of actual size have been handover to the Allottee/s.
T	ii)	The Promoters have provided a deck/balcony admeasuring ____ sq. mtrs. which is counted in FSI as per sanctioned plans.
1	3 RD para	In the said project land the promoters have proposed in total Ground plus Ten Floors out of which the promoters have obtained sanction of Ground plus Seven Floors



		under no P-13032/2022/(507/9) /T Ward/ MULUND-E/337/ 1/ New from MCGM and the allottee grants the irrevocable consent for the same subject to sanction from MCGM.
	d) part para	Or upto the date of occupation certificate which is earlier. However, GST and any other taxes/ duties which may arise in future for the purchase of the said flat/shop shall be paid by the Allottee/s.
7.4		Provided such defects did not arise on account of changes or alteration and additions made in the flat by Allottee/s.
10	a)	• GST as applicable on above deposits.
	b)	The Allottee shall pay on or before delivery of possession of the said premises the following amounts to the Developers:- (i) Rs. _____/- for formation and registration of the Society or Limited Company/ Association. (ii) Rs. _____/- towards Water, Electric, and services connection charges etc. (iii) Rs. _____/- towards Development Charges. • GST as applicable on above charges.
11		The Allottee/s hereby agrees to pay the property taxes, maintenance and common charges and any other taxes or charges applicable to said flat/shop from the date of occupancy certificate granted by MCGM, or from the date of possession offered to the Allottee/s.



13	xii)	That the Allottee/s has seen and verified the plan of the building and that they will not blame MCGM, Society or Promoters for approving the proposed building with deficient open space and also regarding manoeuvring of Vehicles inside the said Property or Common Open Spaces etc.
		<u>THE THIRD SCHEDULE ABOVE REFERRED TO:</u> Flat No. ____ admeasuring ____ sq. mtrs. RERA Carpet area and ____ sq. mtrs. Balcony/Deck counted in FSI totaling to ____ sq. mtrs.) on ____ Floor of the building known as "PREM BIMA CHHAYA" admeasuring ____ sq. mtrs. alongwith ____ Mechanical Car Parking Space situated in the Property described above.

Sr.No.	Clause	Removed clause.
	L	2nd para The Allottee/s has demanded from the Promoters and the Promoters has given to the Allottee/s inspection of all the documents including the plans, design and specifications and of such other documents as are specified under the Provisions of RERA and Rules framed therein (hereinafter referred to as "the Said Act"); already mentioned in clause No. [K]
	Q]	2nd para The authenticated copies of the plans and specifications of the Flat agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been have been given to



SINCE
1985

Ashwin Enterprises

BUILDERS & DEVELOPERS

			the Purchaser separately annexed and marked as Annexure " G " hereto. (Floor plans and list of amenities). already mentioned in clause No. [S]
	V]	2 ND para	AND WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate Regulatory Authority at __no.; already mentioned in clause No. [J].
	1]	f)	The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @_% per annum for the period by which the respective instalment has been prepended. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter. (This clause is not applicable as we are not offering any rebate on the prepayment and not we are accepting prepayment)
	9	1	The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated. As the society is already existing and the copy of



SINCE
1985

Ashwin Enterprises

BUILDERS & DEVELOPERS

			society registration is uploaded in tab 34 (Status of Formation of Legal Entity (Society/Co Op etc.) the society is registration under No. BOM/HSG/2880 of 1971.
	9	2	The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed. As the society is already existing and the copy of society registration is uploaded in tab 34 (Status of Formation of Legal Entity (Society/Co Op etc.) the society is registration under No. BOM/HSG/2880 of 1971
	12		At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the



SINCE
1985

Ashwin Enterprises

BUILDERS & DEVELOPERS

			Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation. As the society is already existing and the copy of society registration is uploaded in tab 34 (Status of Formation of Legal Entity (Society/Co Op etc.) the society is registration under No. BOM/HSG/2880 of 1971.
	14	xi part para	Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, (Not applicable – the project land is already conveyed in name of society is year 1971 under no. and the copy of conveyance is uploaded in tabs 35.)
	14	xii part para	Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, (Not applicable – the project land is already conveyance in name of society is year 1971 under no. and the copy of conveyance is uploaded in tabs) The Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof. (already mentioned in clause No. 14 (xi)

