



To,
Maha RERA Authority,
6th floor, HousefinBhavan,
Plot No C-21, E Block, BKC,
Bandra (E), Mumbai:-400051

Date :-17/04/2023

Subject:- Deviation Report on Agreement for sale the project named SHREEJI DIVINE PLOT NO 16,
RDP - 2, CTS NO 1C/2/281, LOCATED AT Charkop Sector 1, Charkop, Kandivali West- 400067.

Deviation Clause

Clause no as per our draft	Actual clause
4.1	The Purchaser/s/Allottee/s has/have agreed to purchase and acquire the said Flat on ownership basis at and for the said Total Consideration to be paid by the Purchaser/s/Allottee/s to the Developers in the manner set-out hereinafter: i. A sum of Rs. _____ /- (Rupees _____ Only) (Less TDS) paid by the Purchaser/s/Allottee/s on or before execution hereof (payment and receipt whereof is acknowledged by the Developers); ii. Balance sum of Rs. _____ /- (Rupees _____ Only) (less TDS) to be paid in the manner as mentioned in the payment Schedule annexed hereto as <u>Annexure-“ ”</u>.
4.2	The Purchaser/s/Allottee/s shall in addition to the said Total Consideration also pay GST (Goods Service Tax) Rs. _____ /- (Rupees _____ Only) as per the prevailing law and Rules framed by the Concerned Authorities in respect of the said Flat and/or on this Agreement. In the event if, any additional amount becomes payable over and above the said Total Consideration by reason of any amendment to the constitution or enactment or amendment of any other law, Central or State, service tax or any other duty/penalty is levied and/or imposed by the Government under any other Statute then the Purchaser/s/Allottee/s alone shall be responsible to pay the

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	same to the Competent Authority.
10	MAINTENANCE CHARGES AND OTHER OUTGOINGS: 10.1 The Purchaser/s/Allottee/s hereby declare and confirm with the Developers that irrespective of whether the Purchaser/s/Allottee/s has/ have taken physical possession of the said Flat or not, he/she/they shall be liable to bear and pay the proportionate share of outgoings (i.e., in proportion to the floor area of the said Flat) in respect of the said Property including local taxes, cesses, rates, N.A charges, land revenue, betterment charges and all other levies and charges by the local authority, government, water charges, Insurance charges, common lights, repairs, salaries of clerks, Collector's charges, Chowkidar and Sweeper charges, Maintenance charges and all other expenses necessary and incidental to the administration, management and maintenance of the said Building including the said Land from the date of deemed possession. 10.2 The Purchaser/s /Allottee/s further agree/s that the Purchaser/s /Allottee/s at the time of taking possession of the said Flat pay to the Developers/Society 12 months advance maintenance charges as may be decided by the Developers/Society. The Purchaser/s/Allottee/s do/doth hereby further agree/s, declare/s and confirm/s with the Developers that till said Society admits the Purchaser/s/Allottees as member/s of the said Society and accept/s the maintenance directly from the Purchaser/s/Allottee/s in respect of the said Flat, the Purchaser/s /Allottee/s undertake/s to continue to pay such provisional maintenance charges as aforesaid, on expiry of every 12 months in advance for every subsequent 12 months on demand being made by the Developers and shall not withhold the same for any reason whatsoever. The amount so paid by the Purchaser/s /Allottee/s to the Developers shall not carry any interest and after paying the charges as above the remaining amount if any shall remain with the Developers till Purchaser/s/ Allottee/s is/are admitted as Member/s of the said Society in respect of the said Flat. The Developers shall deposit the aforesaid amounts if any, (less deductions provided in this Agreement) with the said Society against the Purchaser/s/Allottee/s is/are admitted as member/s of the said Society, PROVIDED HOWEVER that if any special taxes and/or rates are demanded by MHADA or any other authority by reason of any permitted use of the said Flat, the Purchasers/Allottees shall alone bear and pay such special taxes and rates. The Purchasers/Allottees shall observe

	and perform all rules and regulations of MHADA, the said Society and the statutory Bodies. 10.3 After the Developers hand over the charge of the said New Building to the said Society, the Purchaser/s /Allottee/s shall be liable to pay the maintenance charges and outgoings directly to the said Society as per the bills as may be raised by the said Society from time to time, provided however, the said Society has admitted the Purchaser/s/Allottee/s as its member/s. 10.4 Wherever in this Agreement it is stipulated that, the Purchaser/s/Allottee/s to make any payment, in common with other Purchaser/s /Allottee/s in respect of the said Project, then the same shall be in proportion to the carpet area of the said Flat to the total carpet area of all the Flat in the said Project.
16	16. OTHER AGREED TERMS: - 16.1 The Developers shall be entitled to construct the Flat/Flat with the terrace attached thereto and sell the same to the Purchaser/s/Allottee/s. The Purchaser/s /Allottee/s of such Flat/s with the attached terrace shall be exclusively entitled to use, occupy, possess and enjoy such terrace without any objection and/or obstructions from the said Society and/or its Members and other Flat purchasers including the Purchaser/s /Allottee/s herein, and such terrace shall be construed to be the part and parcel of such Flat/s and attached/appurtenant to such Flat and the same shall be transferable and heritable with the such Flat/s and the said Society and/or its Members including other Flat purchasers including the Purchaser/s /Allottee/s herein shall not object for such transfer. Neither the said Society nor its Members and other Flat purchaser/s including the Purchaser/s/Allottee/s herein shall claim any right on the terrace/s attached to such Flat/s. The Purchaser/s/Allottee/s of such Flat/s shall not be required to pay any additional amount to the said Society in respect of such terrace area as maintenance or otherwise PROVIDED HOWEVER such attached terrace to the Flat/s shall be maintained by such Flat purchaser/s and if, any taxes or outgoings payable to any Competent Authority in respect of the terrace area then the same shall be borne and paid by such Flat purchaser/s PROVIDED FURTHER if there are leakage from the terrace on the floor below the terrace, then the same shall be repaired by such terrace Flat Purchaser/s at his/her/their own cost, and if it is not done then Society shall be entitle to take all the necessary proceedings against such Flat

purchaser as permitted by the bye-laws of the said Society

16.2 The Developers shall have first and exclusive charge on the said Flat for all the amounts payable by the Purchaser/s/Allottee/s to the Developer under this Agreement.

16.3 The Purchaser/s/Allottee/s do/doth hereby agree/s to be bound by all the covenants, agreements, reservations and obligations and/or terms and conditions as far as they are to be observed by the Developers, specified and contained in all the Agreements/documents recited herein made between the said Society and Developers and/or any undertaking given to any local authority and/or any Government body and/or authority while obtaining any permission from such Government Body and/or authority both State and/or Central Government, as if, the Purchaser/s/Allottee/s has/have himself/herself/ themselves undertaken to perform the same.

16.4 The Purchaser/s/Allottee/s and persons to whom the said Flat is/are permitted to be transferred, shall, from time to time, sign all applications, papers, and documents and do all acts, deeds and things, as the Developers or the said Society may require for safe-guarding the interest of the Developers and/or the Purchaser/s/Allottee/s and other Purchaser/s/Allottee/s of the Flat or existing members of the said Society in the said Building.

16.5 It is expressly agreed that right of the Purchaser/s/Allottee/s under this Agreement is only restricted to the said Flat agreed to be sold by the Developers and agreed to be acquired by the Purchaser/s/Allottee/s and all the other Premises and portion or portions of the said Building(save and except the Members Entitlement as per the said Development Agreement)shall be dealt by the Developers and the said Society as per the terms more particularly set-out in the said Development Agreement.

16.6 The Developers shall be entitled to alter the terms and conditions of the Agreement relating to unsold premises in the said Building and Purchaser/s/Allottees/s shall have no right to object the same.

	16.7 The Developers shall after completing the project forward the list of the Purchaser/s/Allottee/s along with their names and particulars of Flat sold to the said Society and the said Society shall admit the Purchaser/s/Allottee/s as per the terms of the said Development agreement. The Purchaser/s/Allottee/s hereby declare/s and undertake/s that he/she/they shall comply with all the conditions for the membership of the said Society as per the bye-laws. 16.8 The Developers may if required amalgamate the adjoining property with the said Society or acquired the development rights from the adjoining society and develop it as one consolidated project and in view thereof the completion time/possession date may stand extended accordingly.
18.1(a, b, g, h, J, N, O, P, Q, R	a. To become Member/s of the said Society and for that purpose sign all the necessary documents as may be required by the Developers/Society and to pay maintenance and all other charges from time to time, as may be determined, by the Developers/said Society, as the case may be, without committing any default therein; b. The Purchaser/s/allottee/s confirm/s having knowledge of the covenants mentioned in hereinabove and clause 16. The new Flat/FlatPurchaser shall be bound to comply with all procedure for becoming the member. After becoming the member of the Society, the new Flat/Flat purchasers shall be at par with the existing members. However, such new Flat/Flat Purchasers, shall not be entitled to demand any share in the consideration and/or other benefits which are agreed to be provided to the Society and/or its existing members by the Developers against the granting of the development rights of the said property. In respect of unsold and/or un-allotted premises that are remaining with the Developers after the allotment of the premises, the Developers shall only be responsible and liable to contribute the proportionate property taxes in respect of such units/premises; g. Not to demolish or cause to be demolished any column and/or beam and/or floor in the said Building and/or the said Flat or part thereof, nor at any time make cause to be made any structural changes whatsoever nature to the said Building and/or said Flat or any part thereof, nor at any time make or cause to be made, any additions or alterations, in the elevation/arcade and outside

colour scheme of the said Building and shall keep the sewers, drains and pipes in the said Building and appurtenances thereof, in good tenantable repair and conditions and in particular, to support, shelter and protect other part of the said Building and shall not damage column, beams, walls, or RCC part or other structural members in the said Flat including the said Building without the prior written permission of the Developers/said Society, as the case may be;

- h. Not to shift windows of the said Flat and/or carry out any changes in the said Flat so as to increase the area of the said Flat and/or put any grill which would affect the elevation of the said New Building and/or carry out any unauthorized construction in the said Flat. In the event if, any such change is carried out by the Purchaser/s/Allottee/s he/she/they shall remove the same within 24 hours after receipt of notice in that regard from the Developers/said Society. In the event if, the Purchaser/s/Allottee/s fail/s to remove the same within the period of 24 hours, then the Developers/said Society shall be entitled to enter upon the said Flat and remove such unauthorized construction and the Purchaser/s/Allottee/s hereby agree/s and undertake/s not to raise any objection for the same and/or demand any damages for the same from the Developers/said Society;
- j. To bear and pay all increases in local taxes, water charges, insurance and such other levies, if any, which are imposed or which may be imposed in future by the concerned Local Authorities and/or Government and or other Public Authorities;
- n. The Purchaser/s/Allottee/s shall use the said Flat or any part thereof or permit the same to be used only for residential purpose as the case may be, and/or such other purpose as may be authorized by the said Society in writing and as may be permissible in law and/or by MHADA and/or other Concerned Authorities in that behalf and which is not likely to cause nuisance or annoyance to the other occupiers of the said Building and/or the owners and occupiers of the neighboring property or properties. The Purchaser/s/Allottee/s shall use parking space only for purpose of keeping or parking Purchaser/s/Allottee/s own vehicles and for no other purpose

whatsoever;

- o. The Purchaser/s/Allottee/s shall observe and perform all the rules and regulations and bye-laws of the said Society and any addition, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Building and the premises therein and for the observance and performance of the rules, regulations and bye-laws of the said Society for the time being of the concerned Local Authority and of Government and other Public Bodies. The Purchaser/s/Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Society or regarding the occupation and use of the said Flat in the said Building and shall pay and contribute regularly and punctually towards the taxes, expenses maintenance charges and other outgoings in respect of the said Flat including other dues as may be collected by the said Society;
- p. The Purchaser/s/Allottee/s will be entitled to carry out repairs, renovation and alterations in the said Flat at his/her/their own costs and expenses, and in such manner as he/she/they may deem fit and proper **PROVIDED HOWEVER** that such repairs, renovation and alteration shall not be of structural nature and the same shall be with prior permission, sanction and approval of the Developer and MHADA and all other Concerned Authorities and the said Society, if required; **PROVIDED FURTHER** that such repairs, renovation and alteration shall not in any manner result in utilization or consumption of any additional FSI in addition to the FSI consumed and utilized in the construction of the said Flat nor shall such repairs, renovation and alteration in any manner damage or endanger the RCC frame work including RCC Columns of the said Building or any part thereof, nor shall enclose or cover or result in covering or enclosing the common areas or areas which cannot be covered or enclosed as per Rules and Regulations of MHADA or other Concerned Authorities nor shall such repairs, renovation and alteration change or modify the elevation of the said Building **NOTWITHSTANDING** anything to the contrary contained herein, the Purchaser/s/Allottee/s do/doth hereby agree/s and undertake/s not to change or alter the location of any of the bathrooms/toilets in the said Flat. The Purchaser/s/Allottee/s shall not break/repair the toilets, bathroom

	balcony area, flowerbed and the planter area provided in the said Flat. In case, the Purchaser/s/Allottee/s desire/s to renovate the toilets, bathrooms and balcony area, the Purchaser/s/Allottee/s with prior written permission of the Developers/Society, as the case may be, and take utmost care to waterproof the same and shall not cause any nuisance or disturbance to the Flat below him/her/them due to leakage from his/her/their toilets/bathroom/ balconies. In case of any leakage from the said Flat to Flat below the Purchaser/s/Allottee/s shall be totally responsible to rectify the same and bear all the costs for the same. The Purchaser/s/Allottee/s do/doth hereby indemnify shall and keep indemnified the Developers and the said Society at all times against all actions, claims and demands of whatsoever nature taken or made by the MHADAand/or by the State Government and/or by any other authority in respect of the said Flat or the said Building as a whole or by reason or as a result of anything done by the Purchaser/s/Allottee/s in or with regard to the said Flat or the said Building or any part thereof; q. The Purchaser/s/Allottee/s shall be entitled to use the lifts in the said Building PROVIDED HOWEVER all the persons using the lifts shall do so at their own risk. The Purchaser/s/Allottee/s shall not carry or cause to be carried heavy or bulky packages to the upper floors by the lifts. The Purchaser/s/Allottee/s shall not cause any damages to the lifts, staircases, common passages, refuge area or any other parts of the said Building on the said Property; r. The open spaces, common entrances, common passages, ducts, refuge area, lobbies, staircases, lifts in the said Building shall be used in a reasonable manner for the purpose of ingress and egress only and not for any storage purpose or anything else. The Purchaser/s/Allottee/s shall not use or permit use of common passage, ducts, refuge areas, open spaces, lobbies and staircases in the said Building for storage or for use by servants at any time.
19.4	If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this

	Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
19.5	Both Parties agree that they shall execute, acknowledge and deliver to the other, such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
19.6	Forwarding this Agreement to the Purchaser/s/Allottee/s by the Developers does not create a binding obligation on the part of the Developers or the Purchaser/s/Allottee/s until, firstly, the Purchaser/s/ Allottee/s sign/s and deliver/s this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser/s /Allottee/s and secondly, the Purchaser/Allotees pay the requisite stamp duty on this agreement and appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developers.If the Purchaser/s/Allottee/s fail/s to execute and deliver to the Developers this Agreement duly stamped as per the Maharashtra Stamps Act within 30 (thirty) days from the date of its receipt from the Developers and appear before the Sub-Registrar for its registration as and when intimated by the Developers, then the Developers shall serve a notice to the Purchaser/s/Allottee/s for rectifying the default, which if not rectified within 15(fifteen) days from the date of its receipt by the Purchaser/s/Allottee/s, the allotment of the Purchaser/s /Allottee/s shall be treated as cancelled and all sums deposited by the Purchaser/s/Allottee/s in connection therewith including the booking amount shall be returned to the Purchaser/s /Allottee/s without any interest or compensation whatsoever subject to what is stated hereinabove.
19.9	The Purchaser/s/Allottee/s shall at no time demand partition of his/her/their interest in the said Building and/or in the said Property. It is hereby agreed and

	declared by the Purchaser/s/Allottee/s that his/her/their such interest in the said Building is impartible.		
4.1.II		PAYMENT SCHEDULE DIVINE 3	
	Sr.No	Activity	Percentage of work
	1	Earnest money	10.00%
	2	On commencement certificate	10.00%
	3	on completion of Plinth	20.00%
	4	on completion on 3rd Slab	3.00%
	5	on completion on 6th Slab	3.00%
	6	RCC Slab 9th Slab	2.00%
	8	Internal walls, (BLOCK WORK) Wooden Doors frame of particular floor	5.00%
	7	RCC Slab 12th.Slab	2.00%
	9	Gypsum & Internal Plaster of particular floor	2.00%
	10	RCC Slab 15th Slab	2.00%
	11	RCC Slab 18th Slab	2.00%
	12	RCC Slab 21st Slab	2.00%
	13	Kitchen Platform, Electrical concealed of particular floor	3.00%
	14	Internal Plumbing concealed (inside flat) waterproofing of particular floor	5.00%
	15	Dado tiles & Flooring of particular floor	3.00%
	16	Sanitary Fitting, Electrical works, Electrical fittings (inside flat) of particular floor	3.00%
	17	Lift installation & Terrace waterproofing	5.00%
	18	Internal Painting of particular floor	3.00%
	19	Elevation/ EX Painting	5.00%
	20	Staircase,Lift lobby , OH Tank & Fire Fighting, UG Tank & Compound wall, Entrance lobby	5.00%



SHREEJI DEVELOPERS

Builders & Developers

	21	Possession	5.00%
		TOTAL	100.00%

For M/s Shreeji Developers

Partner



1st Floor, Shreeji Atlantis, Gautam Buddha Marg, Orlem, Malad (W), Mumbai - 400 064.



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