



DHARIWAL DEVELOPERS (INDIA) PVT.LTD.

CIN:U45202MH2010PTC205312

To,

Maha RERA Authority,

6th floor, Housefin Bhavan,

Plot No C-21, E Block, BKC,

Bandra (E), Mumbai:-400051

Date: - 30/12/2024

Subject: - Deviation Report on Agreement for sale the project named ASHIRWAD AVENUE
Located at): AT C.T.S NO 347 AT VILLAGE PAHADI GOREGAON , SIDDHARTH NAGAR – IV,
MHADA LAYOUT, GOREGAON WEST MUMBAI - 400104

Deviation Clause

Clause no as per our draft	Actual clause
III	The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs _____ Rupees _____ and shall be deposited in _____ RERA Designated Collection Bank Account, _____ Bank, _____. In addition to the above bank account, I/we have opened in the same bank, RERA



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	Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively in the following manner :. The purchaser hereby agrees to pay the aforesaid consideration price to the Developers in the manner as under.
	Booking earnest amount – Rs 2,00,000/- a) <u>20%</u> on or before starting work at site with CC minus earnest amount. b) <u>20%</u> on or before completion of plinth c) 2% on or before completion of 1st Slab d) <u>2%</u> on or before completion of 2nd Slab e) <u>2%</u> on or before completion of 3rd Slab f) 2% on or before completion of 4th Slab g) 2% on or before completion of 5th Slab h) 2% on or before completion of 6th Slab i) <u>2%</u> on or before completion of 7th Slab j) 2% on or before completion of 8th Slab k) 2% on or before completion of 9th Slab



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	l) 2% on or before completion of 10th Slab m) <u>2%</u> on or before completion of 11th Slab n) 2% on or before completion of 12th Slab o) 2% on or before completion of 13th Slab p) <u>2%</u> on or before completion of 14th Slab q) 2% on or before completion of 15th Slab r) <u>2%</u> on or before completion of 16th Slab s) <u>2%</u> on or before completion of 7th Slab t) 2% On or before completion of 18th Slab u) 2% on or before completion of 19th Slab v) <u>2%</u> on or before completion of 20th Slab w) 3% on or before completion of 21st slab x) 2% on or before completion of 24th Slab y) 05% on or before completion of Brick work and Plaster. z) 05% on or before completion of plumbing aa) <u>05%</u> on or before handing over possession. Token amount is non- refundable.
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4	The certificate from the Developer's Architect should be conclusive proof that the plinth or the respective slab or the work up to any particular stage is completed and the purchaser shall not challenge or dispute the said certificate of the Architect as aforesaid.
5	Total Value for the area is inclusive of land value, TDR (Transferable Development Right) Purchase value, FSI (Floor Space Index) Charges of MCGM/MHADA and other all the cost related to the land and FSI to make the Building at the Plot for the proportion of the extra / further area getting sold in this agreement.
7	The developers hereby agree to observe , perform and comply with all the terms, conditions, stipulation and restrictions, if any, which may have been imposed by the Concerned local authorities including Municipal Corporation of Greater Mumbai / MHADA at the time of sanctioning the said plans and issue of IOD and CC or thereafter and shall before handing over possession of the premises to the purchaser, obtain from the Concerned local



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	authorities including Municipal Corporation of Greater Mumbai / MHADA Occupation Certificate in respect of the said building.
8	The purchaser is aware that the plans of the proposed building disclosed to the purchaser refer to the construction of the proposed building only, however in future the Developers shall be entitled to submit amended plans or fresh plans to the Municipal Corporation of Greater Mumbai/Mhada for construction of the further floors/wings/building on the said property. The purchaser do hereby grant his approval to the Developers to construct further floors/wings/buildings on the said property by utilizing the balance FSI/TDR of the said property and FSI and all other benefits as may be permissible by the Municipal Corporation of Greater Mumbai /MHADA.
9	The Developers hereby represent and declare and the purchaser hereby confirm that: i) If due to any change in the FSI Rules and more FSI becomes available (including on account of staircase, walls, lifts, balcony ,passage, etc) then in such event the developers alone shall be



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	entitled to use, utilize, consume and exploit such FSI on the said property by constructing extra / further structure/building on the said property or extra / further floor in the said building. ii) If due to any change in the Development Rules and Regulations or by introduction of any policy by the Government of Maharashtra or any other concerned authorities any further benefit of FSI is made available in respect of the said property, then in such event, the developers alone shall be entitled to avail such benefit. iii) The Developer shall be entitled to do and perform all such acts, deeds, things and matters and to sign, execute and admit execution of all such documents, deed, writings, applications, forms, including modifications, changes, alterations etc. in the said sanctioned plan and other permissions as they may in their absolute discretion so desire. iv) The purchaser hereby agrees and undertake that he/she/they shall not obstruct or object or dispute to the right, title and interest of the Developers in respect of the said FSI or extra / further
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	FSI and further benefits available to the developers as above and shall do and perform all such acts, deeds, things and matters and to sign and execute all such requisite confirmation, applications, consent, etc. if so required by the Developers. v) The purchaser hereby agrees and undertakes that he/she/they shall not claim or demand any consideration/amount or compensation or benefits from the Developers in respect of the said benefits of FSI or extra / further FSI further benefits available to the Developers to use, utilize, consume and exploit the same by constructing buildings on the said property. vi) The purchaser of the flats/premises etc. from the Developers in respect of the other buildings which the Developers are entitled to construct by use of such balance FSI extra or extra / further FSI further benefits shall be accepted and admitted as member and shareholder of the society and /or company or other organization as may be formed and registered by the Purchaser/s of the premises in
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	the said building and such purchaser shall have all the privileges and be entitled to avail of the common amenities as may be available to the purchaser/s herein in the said property. vii) It is expressly agreed and understood that through the right, title and interest of the Developers to avail the benefit of balance FSI extra / further FSI and/or TDR benefits to use, utilize and consume the same on the said property shall be absolute and permanent even after vesting documents such as conveyance/lease is executed in favour of the society, company or organization of the purchaser of the premises in the building and the documents such as Conveyance shall contain such clause so as to confirm the said right of the Developers.
10	The purchaser/s hereby agree and grant and approve to the Developers and agrees:- a) That the developers alone shall be entitled at all time to all FSI in respect of the said property whether available at present or in future including the



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balance FSI, the extra / further FSI available under and regulation of the concerned authorities from time to time and/or on any special concession, modification of present Rules and Regulation granting FSI available in lieu of the road widening, set back reservation or by way of further benefits by whatever named called and in all or otherwise howsoever.

b) That under no circumstances the purchaser and/or society or other common organization will be entitled to any FSI in respect of the said property nor shall he/she/they have any right to consume the same in any manner whatsoever.

c) That the Developer shall be entitled to develop the said property fully by constructing further buildings on the said property so as to avail of the full FSI permissible at present or in future on the said property inclusive for staircase, lift, passage, by way of purchase of floating FSI, free FSI which may be available on the said property or acquired otherwise howsoever and including putting up any "extra / further Construction"/ buildings as mentioned above and on Developers selling the same and appropriating to themselves the



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entire sale proceeds thereof without the purchaser or other acquirers of other premises in such building and/or their common organization having any claim thereto or to any part thereof. The FSI of any nature whatsoever available at present or in future and further and/or extra / further construction shall always be the property of the developers who shall be at the liberty to use, deal with, dispose of sell, transfer etc. the same in manner the Developers may chooses.

D) That the developers shall be entitled to sell any part or portion of the said building including the open terrace/s or part of the said portion, basement, parking space, covered or otherwise, open space including for use as bank, officers, shops, nursing home, display of advertisement and as the Developers may deem fit and proper.

e) The Developers shall be entitled to put up Mobile , T.V. Cable Antenna, Tower, Satellite etc. as also a hoardings on the said property on the said buildings or any part thereof and the said hoardings may be illuminated by neon sign and for that purpose the developers will be fully authorized to allow temporary or permanent construction or erection or installation either on the terrace or terraces o on the exterior of the said building as the case may be and the purchaser agrees not to object or dispute the



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same.

f) It is specifically and expressly agreed that in the event of the Developers require to install or erect any structure or rooms for the purpose of installation of transformer or any other instrument to obtain necessary supply of electricity for the building to be constructed on the said property from BEST/Reliance Energy Ltd., electricity Board or any other concerned authorities either with the said property or the building to be construct thereon than in such

event the Purchaser do hereby grant his approval for the same and agree to bear and pay the said outstanding charges deposits and expenses to be incurred, paid or deposited by with the said or to any other concerned authorities for the said purpose, proportionately as may be decided by the developers. The developers shall not be liable to bear and pay the said expenses, charges or deposits as may be required to obtain electricity supply from the said Electricity Board and authorities.

g) To admit without any objection the persons who are allotted flats/premises/parking place etc. by the developers



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	as members of the proposed society/organization and/or as members of the society/organization in the event the society/organization is registered before all including flats of buildings are sold by the developers. h) Not to raise any objection or interfere with developers rights reserved hereunder. i) To execute if any further or other writing, documents, approval etc. as required by the Developers for carrying out the terms hereof an intentions of the parties hereto. j) To do all other acts, deeds, things and matters and sign and execute such papers in their absolute discretion deem fit for putting into complete effect the provision of this agreement. k) The aforesaid approval, authority and covenants shall remain valid continues, subsisting and in full force even after the possession of the said premises is handed over to the socity/Association/organization of the purchaser all the premises.
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Within 15 days after notice in writing is given by the Developers to the PURCHASER/S that the Flat is ready for use and occupancy, the PURCHASER/S shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Flat) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the PURCHASER/S shall pay to the Developer such proportionate share of outgoings as may be determined. The PURCHASER/S further agrees that till the PURCHASER/S's share is so determined the PURCHASER/S shall pay to the Developers provisional monthly contribution of Rs. 12/- per square feet per month towards the outgoings. The amounts so paid by the PURCHASER/S to the Developers shall not carry any interest and remain with the Developers until a



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conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Developers to the Society or the Limited Company, as the case may be.



For

DHARIWAL DEVELOPERS (INDIA) PRIVATE LIMITED

Partner

Date: 30/12/2024

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