

DREAM CONSTRUCTIONS

Date: 21/03/2025

Deviation Report

Document Type: Agreement for Sale

Project Name: "DREAM SKYVIEW"

Project Land: land bearing C.T. S. No. 551/50 area admeasuring about 1929.00 Sq. Mtrs. and C.T.S. No. 551/49 area admeasuring about 804.00 Sq.Mtrs. totally admeasuring about 2733.00 Sq. Mtrs. lying, being and situated at Village-Nahur, Taluka- Kurla, Mumbai Suburban District greater Mumbai, within the limits of 'T' ward of Mumbai Municipal Corporation

Promoter Name: **M/s. DREAM CONSTRUCTIONS**

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 1(a)(i) – added portion:

The purchase price of the Apartment as mentioned above, is determined on the basis of above referred carpet area of the apartment which Allottee/s agree/s and confirm/s. Thus, the other appurtenant area such as terrace if any, balcony if any, service shaft if any, exclusive verandah, if any, are neither included in the carpet area nor are considered for determining the purchase price.

(ii) Clause 1 (d) – added portion:

GST, Swachh Bharat Cess

(iii) Clause 7.4 – added portion:

it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the Apartment/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

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(iv) Clause 9 – added portion:

The Allottee/s knows and accepts that the said real estate project is a redevelopment project of the said Society/Confirming Party and since the Society/Confirming Party is already in existence and the owner of the Said Plot, there will not be any question of Promoter complying with their obligation under RERA regarding formation of society as per section 11 (e) and transfer of title as per Section 17 of RERA.

However, if under the provisions of RERA or other applicable laws Promoter is required to execute any document, inter-alia, handing over the New Building to the Society/Confirming Party then Promoter will execute such document as and when required but at the cost and expenses of the Allottee/s and other Apartment holders of the New Building.

The Allottee/s shall be liable to incur and bear his/her/their proportionate share/contribution in the said cost and expenses including the stamp duty and/or registration of such document and/or any other charge or taxes that may be levied due to this transaction by Competent Authority, Government or Quasi-Government, Judicial or Quasi-Judicial Authorities or any other charge for the transfer of the said plot on 'actual basis'. This amount is not included in agreement value and shall be calculated and informed to the members of the society after Occupancy certificate.

The Promoter shall induct the Allottee/s as member/s in the said Society in accordance with the provisions of the bye-laws of the Society.

The Promoter shall require the Allottee/s to become the member of the said Society by paying the admission fee, share money, proportionate contribution to the fund and also by paying the other amounts as specified in this Agreement.

(v) Clause 9.1 – added portion:

which shall be paid in advance for _____ months on/before possession of the Apartment.

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(vi) Clause 10 – added portion:

(All the aforesaid amounts to be decided by the Promoter at the time of possession, on actual amount incurred/to be incurred)

(vii) Clause 14 (xiii) – added portion

The Allottee shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor. Allottee shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner. The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose. The Society or Limited Company/Federation/ Apex body shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the Promoter.

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 21/03/2025. 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. DREAM CONSTRUCTIONS

Partner(s)