

Date : 22nd October, 2025

DEVIATION CERTIFICATE

To,
The MahaRERA
Housefin Bhavan
Plot No. C -21, E Block
Bandra Kurla complex
Bandra (East)
Mumbai - 400051

Sub: Deviation letter with respect to Agreement For Sale

Dear Sir / Maam,

I, Suman Kr Memani, Authorised Signatory of the Promoter M/s Tigon Reality Private Limited do hereby declare that the Promoter has made the following deviations / modifications in the agreement for Sale uploaded on the portal in comparison with the Model Form of Agreement at Annexure A of Rule 10 of the Rules highlighted in yellow colour for registering the project known as "TIGON EARTH" situated and being developed at Plot Nos. 18, 19 and 20, lying and being situated at Pestom Sagar, Road No. 6, Chembur (West), Mumbai - 400 089 out of layout of Survey No. 320 and 359, bearing C.T.S. Nos. 623A/12, 623A/13, 619A/5, 619A/6, 619A/7 and 1851 of Village Chembur, Taluka Kurla within the Registration Sub-District and District of Mumbai Suburban, within Greater Mumbai as per Development Agreement dated 23rd January, 2025 executed by and between Anjana Co-operative Housing Society Ltd and Tigon Reality Private Limited registered with the Sub-Registrar of Assurances, Kurla under serial No.KRL-5/2092/2025

Name of Promoter : Tigon Reality Private Limited having its registered address at Unit No. 411, Swastik Chambers, C.S.T Road, Mumbai - 400071

Below are the points that are deviated in the Agreement Draft on Page No.

Page No.	Clause No.	Subject Matter of Change	Explanation for change
1-5	Recital Clause (i) to (xv)	Complete Recitals of the Title of the Promoter to the plot are added	The details of the project land and the Development Agreement entered by the Promoters are mentioned.

CIN- U70102MH2012PTC235296

411, 4th Floor, Swastik Chambers, C.S.T Road, Chembur (E), Mumbai-400071



022-25220211



contact@tigonreality.com



www.tigonreality.com

Page 1 of 14

8		<p><u>Following words are added to recital clause in page 8</u></p> <p>"having perused all the necessary documents, deeds and writings related to the title of the Developers in respect of the said Property along with all other documents as specified in the said Act, and after being fully informed and satisfied about the same, as also about the status and the plans in respect of the New Building"</p>	<p>It has been added to inform the Allottees / Buyers relating to importance of Recitals</p>
8-9	Recital	<p><u>Recital clause on page 8-9</u></p> <p>Following words are deleted means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.</p> <p>Following words are added "carpet area" for the purpose of this Agreement shall be worked out as per the rules and regulations set out in the said Act, i.e., "Carpet Area" shall mean the carpet area of the flat including all internal partition walls, passages, decks, and / or any other area which the flat purchaser/owner is exclusively entitled to use but excluding the area covered by the external walls, area under service shafts, exclusive balcony or verandah area and exclusive open terrace area. The Purchaser agrees that the carpet</p>	<p>It has been added to better explain to Allottees the definition of carpet area as per RERA</p>



CIN- U70102MH2012PTC235296

411, 4th Floor, Swastik Chambers, C.S.T Road, Chembur (E), Mumbai-400071

Page 2 of 14



022-25220211



contact@tigonreality.com



www.tigonreality.com

		area is calculated on bare shell basis, i.e., prior to application of any finishing material and is subject to tolerance of +/- 3% on account of structural design and construction variations. The Purchaser has also requested the Developers for "an allotment of __ Podium / stack / Pit Puzzle car parking (as applicable) in the New Building;	
9	Recital	Following words are added to recital clause on page no. 9 " podium/ Stack/ Pit Puzzle parking"	It has been added to inform and explain to allottee / buyer the kind of parking which is being allotted to him
10	1a. ii	Following words are deleted to clause 1. a (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos..... admeasuring _____sq. ft. having _____ ft. length x _____ ft. breath x _____ ft. vertical clearance and situated at Basement and / or stilt and /or _____podium level being constructed in the layout for the consideration of Rs. _____/-.	The words have been deleted as there are no garages being constructed / sold by Developer / Promoter
11	1a. iii	Following words are added to point 1a. iii "/ podium / stack / pit puzzle parking (As applicable)"	It has been added to inform and explain to allottee / buyer the kind of parking which is being allotted to him
11	1b.	Following words are added to point 1b. " podium / Stack / Pit Puzzle parking (As applicable) parking space is thus Rs. _____/- (Subject to deduction of Tax at source (TDS) as per the provisions of the	It has been added to inform and explain to allottee / buyer the kind of parking which is being allotted to him Further, the words with respect to TDS has been

		Income Tax Act, 1961 if applicable) as under"	added to provide information to allottee that as per Income Tax Act, 1961 the allottees are liable for deducting and paying tax and consequences of not deducting and depositing the same.																								
11-12	1c	<p>Following changes made to payment schedule</p> <p>For residence</p> <table><tr><th>Srl No.</th><th>Particulars</th></tr><tr><td>1</td><td>20% (Rs...) be paid to the Promoter on execution of Agreement</td></tr><tr><td>2</td><td>15% (Rs...) on or before Plinth</td></tr><tr><td>3</td><td>5% (Rs...) on or before 1st Slab</td></tr><tr><td>4</td><td>5% (Rs...) on or before 5th Slab</td></tr><tr><td>5</td><td>5% (Rs...) on or before 10th Slab</td></tr><tr><td>6</td><td>5% (Rs...) on or before 15th Slab</td></tr><tr><td>7</td><td>5% (Rs...) on or before 19th Slab</td></tr><tr><td>8</td><td>5% (Rs...) on completion of walls, internal and external plaster, floorings, doors and windows of the said apartment</td></tr><tr><td>9</td><td>5% (Rs...) on completion of Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment</td></tr><tr><td>10</td><td>5% (Rs...) on completion of external plumbing and external plaster, elevation, terrace with water proofing of the</td></tr><tr><td>11</td><td>10% (Rs...) on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection,</td></tr></table>	Srl No.	Particulars	1	20% (Rs...) be paid to the Promoter on execution of Agreement	2	15% (Rs...) on or before Plinth	3	5% (Rs...) on or before 1st Slab	4	5% (Rs...) on or before 5 th Slab	5	5% (Rs...) on or before 10 th Slab	6	5% (Rs...) on or before 15 th Slab	7	5% (Rs...) on or before 19 th Slab	8	5% (Rs...) on completion of walls, internal and external plaster, floorings, doors and windows of the said apartment	9	5% (Rs...) on completion of Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment	10	5% (Rs...) on completion of external plumbing and external plaster, elevation, terrace with water proofing of the	11	10% (Rs...) on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection,	<p>Payment schedule is modified to ease the payment of total consideration by linking the same to phase wise development of project building by the Promoter but within the cap / ceiling for payment of instalment against each development of work as per specimen payment schedule set out in specified agreement for sale.</p>
Srl No.	Particulars																										
1	20% (Rs...) be paid to the Promoter on execution of Agreement																										
2	15% (Rs...) on or before Plinth																										
3	5% (Rs...) on or before 1st Slab																										
4	5% (Rs...) on or before 5 th Slab																										
5	5% (Rs...) on or before 10 th Slab																										
6	5% (Rs...) on or before 15 th Slab																										
7	5% (Rs...) on or before 19 th Slab																										
8	5% (Rs...) on completion of walls, internal and external plaster, floorings, doors and windows of the said apartment																										
9	5% (Rs...) on completion of Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment																										
10	5% (Rs...) on completion of external plumbing and external plaster, elevation, terrace with water proofing of the																										
11	10% (Rs...) on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection,																										

			paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.	
		12	5% on possession	
		For Commercial		
		Srl No.	Particulars	
		1	20% to be paid to the Promoter on execution of Agreement	
		2	15% (Rs...) on or before plinth	
		3	15% (Rs...) on or before 1 st slab	
		4	10% (Rs...) on or before 5 th slab	
		5	5% (Rs...) on completion of block work / walls, internal plaster, floorings, doors and windows of the said apartment / shop / office	
		6	5% (Rs...) on completion of sanitary fittings, staircase, lift wells, lobbies upto the floor level of the said apartment / shop / office	
		7	15% (Rs...) on completion of lifts, water pumps, electrical fittings, electro, mechanical and environment	



		requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.	
		8 5% (Rs...) on possession	
14	2.2	<p>Following words are deleted to point 2.2.</p> <p>"association of the allottees"</p> <p>Following words are added to point 2.2.</p> <p>" Society"</p>	Since the project is redevelopment of land belonging to existing society members, the clause has been amended to inform the allottees that handover of building and common areas shall be made to the society (existing)
17	7.1	<p>Following words are deleted to point 7.1.</p> <p>"association of the allottees"</p> <p>Following words are added to point 7.2.</p> <p>" Society"</p>	Since the project is redevelopment of land belonging to existing society members , the clause has been amended to inform the allottees that handover of building and maintenance etc shall be payable to promoter / society
18-19	7.5	<p>Following points are added to Clause 7.5</p> <p>'It is clarified that the liability of the Promoter under Clause above shall not extend to:</p> <p>a.</p> <p>any such defects if the same has been caused by reason of the default and /or negligence of the Allottee/s and / or any other allotte/s in the new Building</p>	Certain alterations / modifications to structure's, column/s , fitting/s , pipelines etc. are directly related and the reason of occurrences of defects.

	<p>(including the family members, servants, occupants, licensees of such Allottees) i.e. against the guidelines , precautions, warranties, warnings on the products , provided by the Promoter / utility providers for the said new building.</p> <p>b. The allottee/ s and /or any other allottee/s in the New Building (including the family members, servants, occupants, licensees of such Allottees) shall not carry out any alterations of whatsoever in nature in the specific structure of the said premises in the said building which shall include but not limited to columns , beams etc or in fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections, or any erections or alterations in the bathroom, toilet or kitchen, which may result in seepage of water, if any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become NIL. The word defect here means only manufacturing and workmanship defect(S) caused on account of wilful neglect on the part of the Promoter and shall not mean defects caused by normal wear and tear , abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature, negligent use of the premises or the internal fittings provided therein. Defects in internal fittings are not included therein and are subject to individual warranties</p>	<p>The words are inserted to act as deterrence of certain actions by allottees / buyers which can consequently effect the rising of structural and other leakage defects.</p>
--	--	---



CIN- U70102MH2012PTC235296

Page 7 of 14

411, 4th Floor, Swastik Chambers, C.S.T Road, Chembur (E), Mumbai-400071



022-25220211



contact@tigonreality.com



www.tigonreality.com

		provided by the manufacturers of such internal fittings in this regard'	
19	9	<p>Following additions has been made to Clause 9 :</p> <p>'the existing Society i.e. Anjana Co-operative Housing Society Ltd'</p> <p>Following deletions has been made to Clause 9 :</p> <p>"in forming and registering the society or association or a limited company to be known by such name as the promoter may decide"</p> <p>"of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority."</p>	<p>Since the project is redevelopment of land belonging to existing society members , the clause has been amended to inform the allottees that they are obliged to become members of the said existing society.</p> <p>Further since there is no formation of new society, the clause and relevant paras for new society formation is being deleted</p>
19-20	9.1 And 9.2	<p>Following deletions have been made in Clause 9.1 and 9.2</p> <p>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</p>	<p>Since the project is redevelopment of land belonging to existing society</p>

		<p>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.</p> <p>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.</p>	<p>members, the allottees are obliged to become members of the said existing society.</p> <p>Thus, since there is no formation of new society and there is no transfer of ownership of land to society- accordingly the clause and relevant paras for new society formation and transfer of project land is being deleted</p>
20	9.3	<p>Following words has been added to Clause 9.3 :</p> <p>'until the Society takes charge of working of the building as per the terms of the Development Agreement'</p> <p>'The allottee shall also be liable to pay to Society proportionate, sinking fund, repair fund or corpus fund lying with the society, as has been charged to the current members in proportion to Allottee's Area as per the terms of the Development Agreement'</p> <p>Following words have been deleted in Clause 9.3.</p> <p>Until the society or limited company is formed and the said structure of the Building/s or wings is transferred to it,</p>	<p>Since the project is redevelopment of land belonging to existing society members, the said existing society shall take over charge of working of the building.</p> <p>Further, since there is no formation of new society and there is no transfer of conveyance of land to society- accordingly the clause and /or the relevant paras and words for new society formation and conveyance of project land is being deleted and / or suitably amended</p>

		<p>until a Conveyance / assignment of lease of the structure of the building or wing is executed in favor of the society or a limited company as aforesaid</p> <p>On such conveyance / assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for this in this agreement) shall be paid over by the Promoter to the Society or the limited company, as the case may be.</p>	
21	10	<p>Following words are deleted in Clause 10</p> <p>(i) "...or limited company / federation / apex body"</p> <p>(ii) Rs. for formation and registration of the society or limited company / federation / apex body.</p> <p>(iii) ..or limited company / federation / apex body.</p> <p>(iv) or limited company / federation / apex body.</p>	<p>Since there is no formation of new society the relevant paras for formation and registration etc. are deleted.</p> <p>Further, the allottees / buyers are obliged to join the said existing society and there is no relevance of Limited company / federation or apex body and the said words are omitted</p>
21	11	<p>Following words are deleted in Clause 11:</p> <p>formation of the said society, or limited company, or apex body or federation or for preparing its rules, regulations and bye laws and the cost of preparing and engrossing the conveyance or assignment of lease</p> <p>Following words are added in Clause 11:</p> <p>'Society and society related membership matters'</p>	<p>The project being redevelopment project there is no formation of new society and /or conveyance of project land. Thus the relevant paras for formation and registration etc. are deleted / suitably amended.</p>
21	12	<p>Following words are deleted in Clause 12:</p>	



		<p>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 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.</p>	<p>The project being redevelopment project there is no formation of new society and /or conveyance or lease of project land, accordingly the relevant para is deleted .</p>
22	13 i.	<p>Following words are added to Clause 13. i. 'The Promoter has informed the Allottee/s that the present development scheme is redevelopment scheme where the promoters have been granted development right by Anjana CHSL whereby after making provision for existing members the Promoters are entitles to sell remaining balance commercial and residential premises in the open market to third party'</p>	<p>The said words / para are inserted to explain and inform the Allottees / Buyers about the redevelopment of project land and grant of development rights by Anjana Co-operative Housing Society Ltd</p>
23	13 x.	<p>Following words are deleted to Clause 13. x At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common a</p>	<p>The project being redevelopment project there is no formation of new society and /or conveyance or lease of project land ,</p>

		reason of the Structure to the Association of the Allottees;	accordingly the relevant paras and /or words are deleted .
24	13 xiii.	Following words are added to Clause 13. xiii. The entry and exit of commercial and residential premises shall be as per the approved plans attached and separate. Provided that fire exit will be provided to the commercial premises at such place as is mandated by the MCGM / BMC. Staircase, lift, lobby and entrance lobby for commercial premises shall be separate.	The said words / paras are inserted to better explain and inform the allottees of shops / offices and residences about the entry and exit of the commercial premises.
24	13 xiv.	Following words are added to Clause 13. xiv. 'General access for visitors for all commercial premises shall be from the PEstom Sagar Road No. 6 of 18.3 meters.'	The said words / paras are inserted to better explain and inform the allottees of shops / offices and residences about the entry and exit of the commercial premises.
26	14 x.	Following words are deleted to Clause 14. x. whichor the limited company or the apex body or federation may adopt at its inception /Limited Company/Apex Body/Federation	Since there is no formation of new society the relevant paras and /or words for formation and registration etc. are deleted.
26	14 xi.	Following words are deleted in Clause 14. Xi Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, Following words are added in Clause 14. Xi	The project being redevelopment project there is no formation of new society and /or conveyance or lease of project land , accordingly the relevant paras / words are deleted and /or suitably amended.

		'As and when required,'	
27	14 xii.	<p>Following words are deleted in Clause 14. Xii</p> <p>Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee 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 project land or any part thereof to view and examine the state and condition thereof.</p>	<p>The project land being redevelopment project there is no formation of new society and /or conveyance or lease of project land, accordingly the relevant paras and /or words are deleted.</p>
28	16	<p>Following words are deleted to clause 16 :</p> <p>limited company or other body and until the project land is transferred to the apex body / federation as herein before mentioned</p> <p>Following words are added in Clause 16 :</p> <p>'as per the terms of the Development Agreement and Allottee undertakes not to claim more than what is allotted / sold to him / her / them in future.'</p>	<p>The project being redevelopment project there is no formation of new society and /or conveyance or lease of project land the relevant paras are deleted and / or suitably amended</p>
32	32	<p>Following points are added to Clause 32</p> <p>'INTERPRETATION</p> <p>In this Agreement, unless the subject or the context or otherwise requires:</p> <p>(a) The recitals, schedules and annexures in and to this Agreement form an integral part of this Agreement and in the interpretation of this Agreement and in all matters relating to the</p>	<p>The words and paras are inserted to better explain and inform the allottees about the relevance of all</p>

		<p>rights and entitlements to the parties herein, this Agreement shall be read and construed in its entirety;</p> <p>(b) References to the singular shall include references to the plural and vice-versa;</p> <p>(c) References to recitals, clauses, schedules and annexures shall be reference to the recitals, clauses, schedules and annexures contained in or annexed to this Agreement (as the case may be);</p> <p>(d) Reference to a particular gender does not exclude the other gender; and</p> <p>(e) Any reference to a statutory provision shall include such statutory provision in force from time to time and as may be amended or re-enacted from time to time.</p>	<p>parts of the agreement including the recitals, schedules and annexures.</p> <p>Further, the words and paras are also inserted to provide better understanding on reading of the agreement and the context, background and framework.</p>
--	--	---	---

This deviation report is issued for registration under MahaRERA Act, 2016. Kindly take the above details on your record.

Thanking You
Yours faithfully,

For Tigon Reality Private Limited

Director
(DIN : 05317809)

Place : Mumbai

