



Date : 22-05-2024

Deviation Report with respect to the Agreement for Sale

A. Name of the Project – THE NILAYA

B. Name of the Promoter – ABHIDARSHAN CORPORATION LLP

C. Address of the Project –Opposite Abhidarshan Garden, Near Ganesh Nagar Society, Mayuresh Nagar, S.NO.164, S.NO.194, S.NO. 197 H.NO.2A, 2B, 2C, S.NO.228 H.NO.1/2(P.) VILLAGE TITWALA, TAL-KALYAN, Titwala-421605.

D. Deviation Report – Deviations between draft of the Agreement for Sale Submitted by us and the Model Draft Prescribed by MAHA RERA are as under:

1. The Promoter hereby agree to allot to the Allottee/s a car parking space admeasuring _____ ft x _____ ft.

It is declared by the Allottee that he is not interested in acquiring any parking spaces in the said building and further shall not demand such allotment and the same shall be binding on his and his family members. (Page no.12 & Point no.1.a.ii.)

2. The Purchaser has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) as advance payment or application and hereby agrees and assures to pay to the Promoter the balance amount of Rs. _____ (Rupees _____ only) in the following manner:

- i. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter after execution of Agreement. (not exceeding 30% of the total consideration).
- ii. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter on commencement of Plinth of the building or wing in which the said Apartment is located. (not exceeding 45% of the total consideration).
- iii. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter on commencement of the slabs including podiums and stilts of the building or wing in which the said Apartment is located. (not exceeding 70% of the total consideration). i.e 1.14% for every slab x 22 slabs.
- iv. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter on commencement of the walls, internal plaster, floorings, doors and windows of the said Apartment. (not exceeding 75% of the total consideration).
- v. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter on commencement of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment. (not exceeding 80% of the total consideration).
- vi. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter on commencement of the external plumbing and external plaster, elevation, terraces with water proofing, of the building or wing in which the said Apartment is located. (not exceeding 85% of the total consideration).
- vii. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter on commencement 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 the Agreement of Sale of the building or wing in which the said Apartment is located. (not exceeding 90% of the total consideration).
- viii. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate. (Page no.12-13 & Point no.1.b.)

3. The Purchaser along with other Purchaser(s) of premises in the building shall join in forming and registering the Cooperative Housing Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws 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 Purchaser, so as to enable the Promoter to register the common organization of Purchaser. No objection shall be taken by the Purchaser 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. The Promoter shall take into consideration the factual aspect as regards the administration, management of day to day affairs of the constructed and completed building and shall form a time frame policy for formation and registration of the cooperative housing society or association or limited and till such time shall call upon the purchasers who have acquired the flats to form an ad-hoc committee for carrying out the day to day administration and management of the said building in which the said premises is situated and shall render their sincere and utmost cooperation to such ad-hoc committee till the formation and registration of the society or association or limited company. (Page no. 20 & Point no.9)

4. 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 Owners in the project land on which the building with multiple wings or buildings are constructed.

It is clearly brought to the notice and knowledge of the Purchaser herein that such formation of cooperative housing society or association or limited company and further its transfer of the building and the land underneath it shall always be executed by reserving the overall right, title, interest, possession, increases and incentives in future floor space index and proposed expansion in the scheme of construction as well tangible and intangible benefits, privileges, advantages accrued or to be accrued to the Promoter herein in the entire scheme of construction and such stipulations, covenants, rights and interest shall form an integral part of such transfer and assignment and such transfer and conveyance shall always be governed by the provisions of Real Estate (Regulation and Development) Act 2016. (Page no.21 & Point no.9.2)

Mr.

For Abhidarshan Corporation LLP

**Signature
(PROMOTER)**



Partner