



SUPREME REALTORS

Builders & Developers

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To,

Date: 17/09/2023

MahaRERA,

Sub.: - Deviation Report for the project "SHREE SHREYAS CHSL", situated at Junction of St. Anthony Road & Gurudwara Road, Kalina, Santacruz (East), Mumbai — 400 098, bearing CTS No. 4565, 4565/1 to 11.

Following are the points that are deviated from the model agreement to agreement for sale in respect of above project.

Sr. No.	Model Agreement-RERA format	Deviation points as per agreement
1	1 (b)- 1 (d) - Payment schedule of sale consideration	Separate annexure has been provided for payment schedule, with some variations
2	1 (f)- rebate in prior payment of sale consideration	No concession/ rebate upon pre-payment of sale consideration has been mention in agreement
3	1 (g)- variation in area after OC payment shall be made within 45 days	Payment shall be made prior to handover possession.
4	Default by the Allottee in making payment of sale consideration installment: - Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/ her proportionate share of taxes levied	Default by Allottee: - Notwithstanding anything contained in Agreement, it is specifically agreed that time for making payments of the installments and of the other amounts as mentioned in this Agreement is strictly of the essence of this contract and any delay by the Purchaser/ s in making the said payment/ s shall forthwith render this Agreement voidable at the sole and exclusive option of the Developers without any further act and/or reference and/or recourse to the Purchaser/ s. The Purchaser/ s hereby agree/ s and



by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement:

Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.

undertake/ s that he/she/ they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Developers / their transferee / s / allottee / s/ nominee / s and/or otherwise in to upon the said Premises in such an event PROVIDED HOWEVER THAT the Developers shall not exercise the aforesaid right of termination unless and until a notice of 15 (Fifteen) days demanding a payment of the due installment is given to the Purchaser/ s and even thereafter, the Purchaser/s fail to make payment of the relevant installment PROVIDED that strictly without prejudice to the aforesaid, the Developers in its sole and absolute discretion may, instead of treating this Agreement void as aforesaid, permit the Purchaser/ s to pay the said installments after their respective due dates but after charging interest thereon as per Rule 18 of the RERA Rules. PROVIDED FURTHER that upon termination of this agreement as aforesaid, the Developers shall refund to the Purchaser (subject to the adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to developers) within a period of thirty days as per Rule 19 of the RERA Rules of the termination, the instalments of sale consideration of the said Premises till then have been paid by the Purchaser to the Developers.

WITHOUT PREJUDICE TO THE ABOVE and at the sole discretion of the Developers upon termination of this Agreement as aforesaid, the Developers shall refund to the Purchaser/ s the installments of sale price of the said Premises which may till then have been paid by the Purchaser/s to the Developers after deducting there from 20% of the consideration amount as agreed damages suffered by the



		Developers only after sale of the said Premises to any prospective Flat Purchaser, but the Developers shall not be liable to pay to the Purchaser/ s any interest on the amount so refunded and upon termination of this agreement, the Developers, shall be at liberty to dispose of and sell the said Premises to such person and at such price as the Developers may in its absolute discretion deem fit.
5	Procedure for taking possession: 3 months' Possession notice shall be issued after receipt of OC	Procedure for taking possession: 15 days' Possession notice shall be issued after receipt of OC
6	Registration of lease/ conveyance of the building	Conveyance is already in the name of society which is redeveloped under the present project
7	Payment Schedule:	
	Particular	Amount (Rs.)
	Paid as advance payment or application fee.	10%
	To be paid to the promoter at the execution of Agreement.	15%
	To be paid on completion of Plinth of the respective wing.	20%
	To be paid on completion of the slabs (3.125% on completion of each slab) of the respective wing.	25%
	To be paid on completion of the walls, internal plaster of the respective premises	10%
	To be paid on completion of the External Plaster of the building or wing in which the said premises is located.	5%
	To be paid on completion of the Flooring, Bathroom Tiles, Kitchen Platform of the respective premises.	5%



	To be paid on completion of the lifts, water pumps, of the respective wing/building	5%
	To be paid at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of the Occupation Certificate or Completion certificate	5%

Yours Faithfully,



M/S. Supreme Realtors
(Authorised signatory)

