H. RISHABRAJ
REALTY

022 2893 4545 / 4747
rishabraj87@yahoo.in
www.hrishabraj.com

Date: 06.09.23

DEVIATION REPORT

Document Type: Allotment Letter

Project Name: RISHABRAJ ARADHANA

Project Land: Sub-Plot No. 1, New F.P. No. 275 (Old F.P. No. 324) of T.P.S.-III, Borivali (West), Mumbai – 400 092, Village Borivali, Taluka Borivali, in the Registration District Mumbai and Sub-District Mumbai Suburban admeasuring 779 Sq. Meters.

Promoter Name: M/s. H. RISHABRAJ REALTY

Please find appended below the list of deviation in the said Agreement for Sale

A. List of clauses that have been added by Promoter is highlighted in yellow colour in the said Allotment Letter are produced as under:

(i) Clause 3 - added portion

"… (subject to TDS @1% thereon),….

…Cheque/ Post-Dated Cheque/RTGS/NEFT…"

(ii) Clause 4 (ii) - added portion

"…is informed to you;"

(iii) Clause 4 (iv) - added portion

"You have independently investigated and satisfied yourself completely with respect to title of the Project and our right to develop the same"

(iv) Clause 7 - added portion

"…car parking space and other agreed amounts…

…subject to force majeure."

(v) Clause no. 8- added portion

022 2893 4545 / 4747
rishabraj87@yahoo.in
www.hrishabraj.com

"…from the date on which the payment is due till receipt of the amount by us..."

(vi) Clause 9 (iii) - added portion

"Notwithstanding the aforesaid, the terms of the Agreement for Sale shall override these provisions as and when executed between the parties."

(vii) Clause 10 - added portion

"…(including other incidental charges)…"

(viii) Clause 12 (i) - added portion

"…or within such extended period as may be mutually decided…"

(ix) Clause no. 12 (ii)- added portion

"…or within such mutually agreed extended period as may be communicated to you…"

(x) Clause no. 13(ii)- added portion

"The present Allotment Letter shall be valid only till such date as and when the Agreement for Sale has been entered into between ourselves and yourselves or till the date of cancellation of this Allotment Letter, whichever is earlier."

(xi) Confirmation and Acknolwedgement - added portion

"…as settled between us…."

022 2893 4545 / 4747
rishabraj87@yahoo.in
www.hrishabraj.com

B. The list of clauses which have been deleted by the Promoter is highlighted in green colour in the said Allotment Letter and is produced as under:

(i) Clause no. 13 (i)- deleted portion

"…Cancellation of allotment of the said Unit thereafter shall be covered by the terms and conditions of the said registered Agreement."

I say that this disclosure is to the best of my/ our knowledge and asper the information available with us on the date. The draft Allotment Letter has been prepared and submitted to MahaRERA on 06.09.23. In event of any subsequent changes in the draft, we 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. H. Rishabraj Realty

(Partner/Authorized Signatory)