SAHAKAR CREATION

Date :- 30/09/2023

To

Maha RERA Authority,

6th floor, Housefin Bhavan,

Plot No C-21, E Block, BKC,

Bandra (E), Mumbai:-400051

Subject:- Deviation Report on Agreement for sale the project named SAHAKAR VISTA located at C.T.S. NO.1424/A/2 OF VILLAGE DAHISAR, AT DAHISAR (EAST), MUMBAI – 400068.

Deviation Clause

Clause no as per our draft	Actual clause
n)	comprise of 2 or more wings in a phase wise manner. Presently the Developer has obtained the approval of building / Wing comprising of Basement plus Ground plus _ upper floors, and the Developer intends to construct building comprising of Basement plus Ground plus 22nd upper floors, which are to be constructed on the subject Property and is to be known as **"SAHAKAR _____"**, hereinafter referred to as **"the said building(s)/Wing(s)**
bb)	MCGM have been annexed and marked as **"ANNEXURE F"** and the common amenities to be provided for the residential flats by the Developer in the said Building are annexed in **"ANNEXURE G"**, the amenities to be provided to residential premises is mentioned in **Annexure "H"** and the amenities to be provided for commercial premises is mentioned in **Annexure "I"** and the common amenities to be provided for the commercial premises is mentioned in **Annexure "J".**
5.	(a) The Allottee(s) / Purchaser(s) has/have paid to the Developers a

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sum of Rs. _____/- (Rupees _____ Only) towards Earnest Money;

(b) By making the below mentioned part payments towards the balance consideration of Rs.____ /- (Rupees _____ only) which part payments shall be made in the manner and by the installments specified below:-

i. Rs.____ /- (Rupees _____ Only) 10% At the time of Booking / Allotment in the building.

ii. Rs. _____ /- (Rupees _____ Only) 10% on completion of Excavation of the building.

iii. Rs. _____ /- (Rupees _____ Only) 10% on completion of Plinth of the building.

iv. Rs. _____ /- (Rupees _____ Only) 4% on Completion of 1st Podium of the building.

v. Rs. _____ /- (Rupees _____ Only) 4% on Completion of 2nd Podium of the building.

vi. Rs. _____ /- (Rupees _____ Only) 4% on Completion of 3rd Podium of the building.

vii. Rs. _____ /- (Rupees _____ Only) 4% on Completion of 4th Podium of the building.

viii. Rs. _____ /- (Rupees _____ Only) 4% on completion of 5th Podium of the building.

ix. Rs. _____ /- (Rupees _____ Only) 3% on completion of 8th Slab of the building.

x. Rs. _____ /- (Rupees _____ Only) 3% on completion of 11th Slab of the building.

xi. Rs. _____ /- (Rupees _____ Only) 3% on completion of 14th Slab of the building.

xii. Rs. _____ /- (Rupees _____ Only) 3% on completion of 17th Slab of

	the building **xiii.** Rs. _____ /- (Rupees _____ Only) 3% on completion of 20th Slab of the building **xiv.** Rs. _____ /- (Rupees _____ Only) 5% on completion of 23rd Slab of the building **xv.** Rs. _____ /- (Rupees _____ Only) 5% on commencement of Brick Work of the building. **xvi.** Rs. _____ /- (Rupees _____ Only) 5% on commencement of Internal Plaster Work of the building **xvii.** Rs. _____ /- (Rupees _____ Only) 5% on commencement of External Plaster of Block of the building. **xviii.** Rs. _____ /- (Rupees _____ Only) 5% on commencement of Plumbing and Flooring Work of the building. **xix.** Rs. _____ /- (Rupees _____ Only) 5% On commencement of Electrical Work and Lift work of the building. **xx.** Rs. _____ /- (Rupees _____ Only) 5% At the time of Possession of the building. c) The Promoter hereby agrees to allot to the Allottee __ parking spaces bearing Nos ___ , _____ situated at _____ Basement and/or stilt or mechanical and /or ___ podium being constructed in the Project
6.	The Developer is constructing the said building(s) with/without multiple wing(s) in phase wise manner in accordance with plans, designs, specifications and approvals as may be granted by the Concerned Authority/Authorities (which has been seen by the Allottee(s) / Purchaser(s) with liberty to carry out such variations and modifications as the Developer should consider necessary or as may be required by the Concerned Authority/ the Government, to be made in plans/designs/specifications or any of them which the Allottee(s) / Purchaser(s) hereby irrevocably, expressly authorize the Developer to make such changes/modifications. If the FSI in respect of the subject property

	increases or there is any such other permitted FSI, the Developer shall accordingly construct additional floors in the building(s) /Wing(s) as may be approved by the concerned authority/ authorities, due to change in DCR or in respect of any change in FSI. It is hereby agreed by and between the parties hereto that the Developer shall be entitled to make variations or modifications in the aforesaid plans only as per the rules and directives of concerned authority/ authorities provided that the locations/position and the area of the premises as defined hereunder agreed to be purchased by the Allottee(s) / Purchaser(s) shallremain unchanged. The Allottee(s) / Purchaser(s) hereby expressly and irrevocably agrees to the Developer for making variations or modifications in the aforesaid plans as they may deem fit, so long as the area of the said premises agreed to be purchased by the Allottee(s) / Purchaser(s) remain unchanged. The approval herein shall be considered as the approval on the part of the Allottee(s) / Purchaser(s) contemplated by Section 7 (1) (ii) of the MOFA and Section 14 of RERA.
7.	**7. SATISFACTION ON TITLE:** 7.1 The Purchaser/s has/have independently inspected and verified the title deeds and all papers and all documents and approvals as recited hereinabove through their Advocates/ Solicitors and has/have fully satisfied himself/ herself/ themselves about the entitlement of the Developer to develop the subject Property in the manner set out in this Agreement; and the Purchaser(s) shall not be entitled to further investigate the entitlement of the Developer and/or be entitled to make/administer any requisitions or raise any objections with regard to any other matters relating thereto. 7.2 The Purchaser(s) has/have also taken inspection of the Building Approvals, including inter alia the Building Approvals, orders and approved plans and undertakings given by the Developer to the MCGM and other concerned authorities, and other relevant documents and papers as well as the municipal assessment bills, city survey records, record of rights,

	property register cards and all other documents that are required to be furnished to the Purchaser(s) by the Developer under the provisions of RERA, RERA Rules and the provisions of MOFA and MOFA Rules and the Purchaser(s) confirm(s) that he/she/they has/have entered into this Agreement after being aware of all the facts and after inspecting the aforesaid and other relevant documents and papers. 7.3 The Purchaser(s) has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer from the Planning Authority inter alia as referred to in this Agreement and other concerned authorities and also the conditions of the undertakings given by the Developer to the MCGM and other concerned authorities; and is/are aware that some of such conditions and/or obligations shall or may require compliance in continuity even after the development and construction of the Building (s) is completed; and the Purchaser(s) has/have agreed to abide by and comply with such continuing conditions and obligations after being put in possession of the said Commercial Premises/Flat.
11.	11.1In the event of cancellation of the allotment of the said premises by the Allottee(s) / Purchaser(s) for whatever reason or in the event of termination of the allotment ofthe said premises by the Developer on account of the breaches of the Purchaser(s), including the breach on account of delayed payments and/or failure to make payments in spite of being called upon to do so and in spite of the notice by the Developer to cure/remedy such breach or breaches (as stated above), the following amounts shall be deducted and forfeited:- **a)** 10% of the total consideration as agreed by the Allottee(s) / Purchaser(s) along with application service; **b)** Tax / GST shall stand forfeited by the Developer as administrative charges;

	c) Service Tax, GST, VAT, Brokerage as paid and/or payable; **d)** All taxes and outgoings if any due, paid or payable in respect of the said premises up to termination/cancellation; **e)** Interest payable by the Allottee(s) / Purchaser(s) to the Developer on account of delayed payments till date of termination/ cancellation; **f)** PRE-EMI interest (if any paid by the Developers on behalf of the Purchaser(s)); **g)** The reduction in consideration pursuant to the resale of the said premises by the Developer; **h)** The refund shall be made only after the resale of the said Premises to any third-party Allottee(s) / Purchaser(s) and not otherwise, after deduction as aforesaid. The Allottee(s) / Purchaser(s) shall have no claim whatsoever in respect of the said premises on issuance of the termination letter by the Developer or on issuance of a cancellation request by the Purchaser(s). It is clarified that, in those case where the Purchaser(s) have obtained a loan against the said Commercial Premises/Flat, then in such event the Developer shall first refund the amount outstanding and payable to the lender and then the payment shall be made as stipulated above.
16.	h. The Developer have informed the Allottee(s) / Purchaser(s) that they have/will get the plans approved and shall construct the new building(s) / Wing(s) by taking open space deficiency concessions from the MCGM. The MCGM while approving the plan have put a condition that the above information shall be included in the agreement for sale and therefore the Allottee(s) / Purchaser(s) is/are informed and he/she/they have taken note of the same. The Allottee(s) / Purchaser(s) have given no objection for the neighborhood development and they can also apply for deficiency in open space in future.
29.	**29. BRAND NAME:**

	The Developer shall be entitled to add at such places on the façade or compound wall/s or terrace/s or compound/s or common area/s in the Building(s)/Project or otherwise in the subject Property, placards, sign boards, neon signs, hoardings etc. indicating to the public at large that the Project is being constructed and/or developed (during construction) or that the Project has been constructed and/or developed (after construction) by the Developer. A permanent illuminated signage/hoarding for signifying and indicating to the public at large that the Project is constructed/developed by the Developer will remain displayed at a prominent place on the Building(s) or the subject Property and access shall be made available to the Developer and its authorised representatives, as and when required by the Developer in order to maintain, repair and replace the signage at the costs of the Developer.
33	The Developer alone shall be entitled to construct additional Floor(s) area on any part of the said Building(s) / Wing(s) in phase wise manner i.e. by procuring T.D.R. at the Developers own expenses and use of any F.S.I. available at present or which may become available for which the Allottee(s) / Purchaser(s) hereby give his/her/their irrevocable approval in favor of the Developer and for that purpose the Allottee(s) / Purchaser(s) undertake to sign all necessary papers, documents, plans, applications etc. which may be required by the Developer including the Power of Attorney. The Allottee(s)/ Purchaser(s) shall not make any structural modification or alteration in the said premises which may affect or damage any other portion of the said Building(s) and/or Wing(s) and shall not carry out any work without notifying the Developer /Society in writing at least 7 days prior to the commencement of such work with planning. Subject to whatever has been agreed by and between the parties hereto the Developer shall always be entitled to construct additional floors or carry out any additions, alteration to the said Building(s) / Wing(s) as permitted under law asthe Developer may deem fit and proper and the same shall be done without seeking permission

	from the Society and if required, the shall do the needful at no additional cost or benefits.
37.	That the Purchaser(s) will not held MCGM liable for the proposed inadequate/substandard sizes of rooms in future and complaints of whatsoever nature will not be made in future
38.	That there is inadequate manoeuvring space of car parking and buyer/ member willnot make any complaint to MCGM in this regard in future.

For SAHAKAR CREATION



Partner