



PRAMANIK HOMES LLP

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DEVIATION REPORT w.r.t. AGREEMENT

C. Name of the Promoter/organization - **PRAMANIK HOMES LLP**

D. Name of project : **Project named WALCHAND AVENUE situated on plot bearing Old Survey No. 272; New Survey No. 84 Hissa No. 3(Part) & 4; Village Navghar, Tal. And Dist. Thane- 401107, admeasuring 4,222 sq. mtrs. and total approved built up area admeasuring 15,369.38 sq. mtrs., demarcated by its boundaries 30 metre wide road to the North, Old Survey No. 272, New Survey No. 84 Hissa No. 5 to the South, Old Survey No. 273 Hissa No. 4 to the East, 15 metre road to the West; being developed by PRAMANIK HOMES LLP**

We hereby declare that the agreement used/proposed to be used for our abovesaid project is in total consonance with the format prescribed by MahaRERA authorities / is in partial consonance with the format prescribed by MahaRERA authorities and the following are the deviations (highlighted) from the prescribed format :

1. CLAUSE 1(d)

The Total Price above excludes other charges and taxes (consisting of tax paid or payable by way of Value Added Tax, Service Tax, Good and Service Tax GST and all levies, duties and cesses and/or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Premises and/or this Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Service Tax, Value Added Tax, Goods and Service Tax and all other applicable indirect and direct taxes, stamp duty and registration charges on these presents and duties and

impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Allottee alone and the Promoter shall not be liable to bear or pay the same or any part thereof.

2. CLAUSE 1(f)

In the case of advance payment received, discount has been deducted from consideration, as mutually agreed and consideration mentioned in the agreement is net consideration.

3. CLAUSE 1(i)

If the Allottee/s in order to augment the resources in his/her/their hands for the purpose of payment of consideration amount to the Promoters under this Agreement for Sale intends to seek loan from any financial institutions / banks, etc. against the security of the said premises then in such a case the Allottee/s shall be required to obtain on the letterhead of the respective financial institutions/bank's, etc. the loan /pre-sanction loan letter and only against which the Promoters will issue the NOC for mortgage of the said Premises to the Allottee/s. Further when such financial institution/ bank, etc. makes a disbursement, it shall be mandatory that the payment should be made by issuing the Cheque/Pay Order/Demand Draft, of the Loan amount or installment/s in the name of the Promoters only and in the event such financial institution/ bank, etc. issues Cheque/Pay Order /Demand Draft of Loan amount or installment/s in any other name or account, then such financial institution/ bank, etc. shall do so at their own risk and the Promoters shall not be liable for any cost and consequences arising therefrom and in such event the Allottee/s shall not be absolved of payment of purchase

consideration and consequences for non-payment/default in payment shall be followed.

4. CLAUSE 3

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize Floor Space Index by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of ____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. It is mutually agreed between the parties, that in case of increase in FSI the Promoter shall be permitted to construct the additional building/s and/or upper floors on the said building/s as may be permitted by the local authority. The Allottee hereby gives his consent unconditionally for allowing the Promoter to construct the said additional FSI that may arise in future on the said building/s or any other space/land in the said project.

5. CLAUSE 4.2

Without prejudice to the right of promoter to charge interest in terms of sub clause 5.1 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 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/or 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 equivalent to 10% of the total consideration mentioned hereinabove 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.

Further, upon termination of this agreement, the Promoter shall not be liable to pay to the Allottee any interest, compensation, damages, costs otherwise and shall also not be liable to reimburse to the Allottee any Government Charges such as Service Tax, VAT, GST, Stamp Duty, Registration Fees etc. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the aforesaid Amounts, refund the balance amount of the Sale Consideration to the Allottee simultaneously, with the Promoter and the Allottee executing and registering the Deed of Cancellation of this Agreement, the stamp duty, registration fee and other costs and expenses whereof shall be borne and paid by the Allottee entirely. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and/or the car park/s and that the

receipt of the said refund by cheque from the Promoter by the Allottee by registered post acknowledgement due at the address given by the Allottee in these presents whether the Allottee accept/s or encash/s the cheque or not, will amount to the said refund and the refund amount accepted by the Allottee is in full satisfaction of all his/her/its/their claim under this Agreement and/or in or to the said Premises.

6. CLAUSE 7.4

If within a period of five years from the date of handing over the said Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said apartment of phase/wing and in specific the structure of the said unit/wing/phase of the said building which shall include but not limit to columns, beams etc., or in the 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 erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of apartment by the Occupants, vagaries of nature etc.

That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage.

Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/wing, and if the annual maintenance contracts are not done/renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same.

That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable.

That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/building/phase/wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.

It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and access the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

7. CLAUSE 14

- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Free Sale Portion and/or the Real Estate Project in which the said Premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- vii. Not to enclose the passages, if any, forming part of the said Premises without the previous written permission of the Promoter and/or the said Organization and of the MCGM and other concerned authorities;
- viii. Not to affix air conditioner/s at any other place other than those earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the said Building in any manner whatsoever;
- ix. Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Premises/Building in any manner whatsoever;
- xii. Bear and pay in a timely manner and forthwith, all the amounts, dues, taxes, installments of the Sale Consideration, as required to be paid under this Agreement;
- xiii. Not to change the user of the said Premises without the prior written permission of the Promoter and the Society and the concerned government authority;
- xix. The Allottee shall permit the Promoter and its surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Premises and the Real Estate Project or any part thereof to view and examine the state and condition thereof; and
- xx. Till the Society Transfer is executed in favour of the Society, the Allottee shall permit the Promoter and its surveyors and agents, with

or without workmen and others, at all reasonable times, to enter into and upon the said Free Sale Plot, the buildings/towers/wings/units thereon, or any part thereof, to view and examine the state and condition thereof.

- xxi. The Allottee shall not at any time do any work in the said Premises, which would jeopardize the soundness or safety of the said Building or prejudicially affect the same;
- xxii. To use the passenger lifts in the said Building for the period and in accordance with the rules and regulations framed by the Promoter or the Organization, from time to time. The Allottee shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the said Building including the said Premises;
- xxiii. To pay all amounts agreed or liable to be paid by the Allottee pursuant to this Agreement and to observe and perform the terms, conditions, provisions, stipulations and covenants contained in this Agreement (and on the part of the Allottee to be paid observed and performed) as far as the same are required to be paid observed and performed by the Allottee and shall keep the Promoter indemnified against all actions suits and proceedings and all costs, charges, expenses, fines, penalties, levies and damages incurred or suffered by or caused to or levied or imposed on the Promoter by reason of non-payment non-observance and/or non-performance thereof;
- xxiv. The Promoter shall not be liable to pay non-occupancy charges (by whatever name called) in relation to the un-disposed premises in the said Building but the Allottee will pay all such charges without any dispute;
- xxv. The open spaces, common entrances, common passages, ducts, refuge areas, lobbies, staircases, lifts in the said Building shall be used in a reasonable manner for the purpose of ingress and egress

only and not for any storage purpose or anything else. The Allottee shall not use or permit the use of common passages, ducts, refuge areas, open spaces, lobbies, and staircases in the said Building for storage or for use by servants at any time;

- xxvi. The Allottee shall not display at any place in the said Premises /Building, any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards. The Allottee shall not stick or affix pamphlets, posters or any paper on the walls of the said Building or common areas therein or in any other place or on the window, doors and corridors of the said Building;
- xxvii. Neither the Allottee nor the Organization, as and when it is formed shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by, or granted to the Promoter under this Agreement, the Development Agreement, the Tender or any other deed, document or writing that may be entered into and executed between the parties hereto, or those of the Promoter as mentioned herein, and the Allottee and the said Organization, as and when it is formed, shall be bound and liable to render to the Promoter, all necessary assistance and co-operation, to enable it to exercise and avail of the same;
- xxviii. In the event Allottee would carry out any unauthorized construction / modification or has caused any damage to the said Premises or any portion of the said Building or any structure, facility or amenity on the said Free Sale Plot, then the Allottee shall rectify and make good all such defects, repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Promoter, the said Organization and/or the concerned government, local or public bodies or authorities in that regard;
- xxix. The Allottee shall indemnify and keep indemnifying the Promoter towards/against any actions, proceedings, costs, claims and

demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee.

8. CLAUSE 32

The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience and are not intended in derogation of RERA.

9. CLAUSE 33

- i. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modifications(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- ii. The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said premises applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

10. CLAUSE 34

The Promoter shall be entitled to put up hoardings /boards/logo of its brand name viz. "WALCHAND" "WALCHAND AVENUE in the form of neon signs, MS letters, vinyl and sun boards on the Real Estate Project and on the façade, terrace, compound wall or other parts of the Real Estate Project. The Promoter shall also be entitled to place, select and decide the hoarding/board sites.

Date : 28-03-2024



For PRAMANIK HOMES LLP

Harish P. Jain

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Designated Partner