

# PRECONS DEVELOPMENTS PRIVATE LIMITED

**Registered Address:** Shop No 4, Almar Apartment, Fr Justine D'souza Road, Orlem Malad (West) 400 064

**Tel.:** 022-26002991/ 26046809, **Fax:** 022-26004414 **Email ID :** precondevelopments@gmail.com

## Deviation Report with respect to model copy of Agreement

Date: 14/03/2023

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 **Khar Kalpak Co. Op. Hsg. Soc. Ltd.,** REDEVELOPMENT LOCATED AT CTS NO. E/168 ADMEASURING 626.3 SQ. MTRS. EQUIVALENT TO 749 SQ YARDS OF VILLAGE-BANDRA, TALUKA-ANDHERI, DISTRICT MUMBAI SUBURBAN.

Modified Clause:

| Clause no as per RERA | Clause as mentioned model draft agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Clause no as per draft agreement | Clause as mentioned in draft agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1(c)                  | <p>The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs .....( Rupees ..... ) in the following manner :-</p> <p>i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement</p> <p>ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth</p> | 3                                | <p>C. The Allottee has paid before execution of this Agreement, a sum of Rs. _____/- (Rupees _____ only) (which does not exceed 10% of the Sale Consideration) as advance payment and hereby agrees to pay to the Developer the balance amount of the Sale Consideration of Rs. _____/- (Rupees _____ only)in the following manner :-</p> <p>i. Amount of Rs _____/-(20 %) to be paid to the Promoter after the execution of Agreement</p> <p>ii. Amount of Rs _____/-(10%) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.</p> |

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| <p>of the building or wing in which the said Apartment is located.</p> <p>iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.</p> <p>iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.</p> <p>v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.</p> <p>vi. Amount of Rs...../-(.....) ( not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located..</p> <p>vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain</p> | <p>iii. Amount of Rs. ____/- (4%) to be paid to the promoter on Commencement of 4th Podium Slab</p> <p>iv. Amount of Rs. ____/- (9%) to be paid to the promoter on completion of 5<sup>th</sup> floor Slab</p> <p>v. Amount of Rs. ____/- (9%) to be paid to the promoter on completion of 6<sup>th</sup> floor Slab</p> <p>vi. Amount of Rs. ____/- (9%) to be paid to the promoter on completion of 7<sup>th</sup> floor Slab</p> <p>Vii. Amount of Rs. ____/- (9%) to be paid to the promoter On completion of 8th floor Slab</p> <p>Viii. Amount of Rs. ____/- (9%) to be paid to the promoter On completion of 9th floor Slab</p> <p>ix. Amount of Rs. ____/- (2%) to be paid to the promoter On completion of Bricks Work</p> <p>x. Amount of Rs. ____/- (2%) to be paid to the Promoter on completion of the Tiling Work of the said Apartment.</p> <p>xi. Amount of Rs. ____/- (2%) to be paid to the Promoter on completion of the Painting work of the said Apartment.</p> <p>xii. Amount of Rs. ____/- (5%) to be paid to the Promoter on completion of the Fit out for Possession of the building or wing in which the said Apartment is located., against and at</p> |
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|     | <p>and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.</p> <p>viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |  | <p>the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy Certificate or completion certificate.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 4.2 | <p>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 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</p> |  | <p>e. Without prejudice to the right of the Developer to charge interest at the Interest Rate Mentioned at Clause 7(iv) above, and any other rights and remedies available to the Developer, on the Allottee committing default in payment on a due date of any amount due and payable by the Allottee to the Developer under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and the Allottee committing three defaults of payment of instalments, the Developer shall be entitled, at its own option and discretion, to terminate this Agreement. Provided that, the Developer shall give a notice of 15 (fifteen) days in writing to the Allottee (hereinafter referred to as "Default Notice"), by Courier / E-mail / Speed Post A.D. / Registered Post A.D. at the address provided by the Allottee, of its intention to terminate this agreement with details/s 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 of breaches mentioned by the Developer within the period of the Default Notice,</p> |

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|  | <p>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</p> |  | <p>including making full and final payment of any outstanding dues together with interest thereon computed at the Interest Rate, then at the end of the period specified in the Default Notice, the Developer shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee (hereinafter referred to as "Developer Termination Notice"), by Courier / E-mail / Speed Post A.D. / Registered Post A.D. at the address provided by the Allottee. On receipt of the Developer Termination Notice by the Allottee, this Agreement shall stand terminated and cancelled. On the termination and cancellation of this Agreement in the manner as stated in this sub-clause, the Developer shall be entitled to forfeit 10% (ten percentage) of the Sale Consideration as and by way of agreed genuine pre-estimate of liquidated damages (hereinafter referred to as "Liquidated Damages"). Within a period of 30 (thirty) days of the Developer Termination Notice, the Developer shall, after deduction of the liquidated damages, refund to the Allottee the amounts already received by the Developer under this Agreement. Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Developer and/or the said Unit and/or car park and the Developer shall be entitled to deal with and/or dispose of the said Unit and/or car parks in the manner it deems fit and proper. The Developer shall not be liable to refund to the Allottee the GST, cess, any other direct or indirect taxes and / or</p> |
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|  |  |  | interest thereon paid on the Sale<br>Consideration by the Allottee to the<br>Developer |
|--|--|--|----------------------------------------------------------------------------------------|

| Clause<br>No as<br>per<br>our<br>draft | Actual Clause                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1                                      | <b>THE RECITALS FORM OF THE AGREEMENT:-</b><br>The above Recitals shall form an integral part of the operative portion of this Agreement, as if the same have been 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 3                                      | e. The Allottee shall be entitled to deduct Tax Deducted at Source ("TDS") in accordance with the provisions of the Income Tax Act, 1961 from every payment made to the Developer towards the Sale Consideration. The Allottee shall forthwith (however, not later than the prescribed time limit in accordance with law) deposit the said amount deducted as TDS with the Government Treasury in the account of the Developer and shall furnish the requisite TDS Certificate to the Developer. Non-payment of TDS amount and non- furnishing of TDS Certificate by the Allottee in the name of the Developer shall be considered as a breach of this Agreement.                                                                                                                                                                                    |
| 6                                      | <b>FSI, TDR AND DEVELOPMENT POTENTIAL WITH RESPECT TO THE SAID BUILDING ON THE SAID LAND:</b><br>The Allottee hereby agrees, accepts and confirms that the Developer proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recital P (iii) above and as per the plans, proformas and specifications pertaining thereto and as per the Proposed Layout and potential and the Allottee has agreed to purchase the said Unit based on the unfettered and vested rights of the Developer in this regard. The Developer is entitled to amend, modify and/or substitute the proposed future and further development of the said Land, in full or in part, as may be required by the applicable law from time to time.                                       |
| 11                                     | For the purpose of defect liability works, the said liability shall be those which are not covered under the maintenance of the said Building as stated in this Agreement. Further, it is agreed by the Allottee that any damage or changes done within the units sold or in the Building by the Allottee and/or any other Allottees or by any third person on behalf of the Allottee, then the Allottee expressly absolves the Developer from the same liability and specifically consent that on such act done, the Allottee shall waive his/her/their rights to enforce the defect liability on and towards the Developer. Furthermore, the Developer shall not be responsible for any defect occurring during the defect liability period as mentioned hereinabove where (i) the manufacturer warranty as shown by the Developer to the Allottee |

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|  | <p>ends before the defect liability period; and (ii) such warranties are covered under the maintenance of the said Building and if the annual maintenance contracts are not done/renewed by the Allottees/s / society. The Real Estate Project as a whole has been conceived, designed and constructed based on the commitment and warranties given by the vendors / manufacturers that all equipment's, fixture and fittings shall be maintained and covered by maintenance/warranty contracts so as to the same be sustainable and in proper working conditions to continue warranty in both the said Unit 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 said building includes minor hairline cracks on the external and internal wall excluding the RCC structure which happen due to variation in temperature of more that 20 degrees Celsius 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, the Developer shall appoint an expert / surveyor who shall survey and assess the same and shall then submit a report to state the defect in materials used, in the structure built of the said building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement. The said report shall be final and binding on the Allottee.</p> |
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