



Date: 08/06/2023

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 56
Park Avenue bearing CTS No. 665 of Village Vile Parle at Lallubhai Park
Road, Vile Parle (West), Mumbai – 400056.**



Deviation Clause

Clause no as per our draft	Actual clause
J	On demand from the Purchaser, the Promoters have given inspection to the Purchaser of all the documents of title relating to the project on the said property referred to in recitals contained herein, the plans, designs and specifications prepared by the Promoters' Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016(hereinafter referred to as "The said Act/RERA) and the Rules made there under and the Purchaser has perused the same and fully satisfied about legality thereof;



4	The Promoter shall, at present, further construct on the existing incomplete building an additional 9th Part and 10th Floor and planning to put up further upper Floors, when permitted and sanctioned in due course wherein, on the Ground Floor stackers under the stilt and open parking spaces would be provided and the newly constructed additional Floors will contain residential Flats (with or without attached pocket terraces), in accordance with the plans, designs and specifications as approved by the MCGM for the time being and put up such further construction as may be permitted from time to time. Provided that the Promoter shall have to obtain prior consent in writing of the Purchaser / Allottee in respect of variations or modifications which may adversely affect the Flat of the Purchaser / Allottee except any alteration or addition required by any Government authorities or due to change in law. (For convenience the said building under construction is hereinafter may be referred to as "The said Building or structure" and the Plot on which the same is being constructed as per the plans approved and the appurtenant land hereinafter may be referred to either as the said property / project land")
8	The total aggregate consideration amount for the premises including the benefit of the attached parking space/s and proportionate price of the common areas and facilities appurtenant to the Premises is thus Rs. _____/-



out of which the Purchaser / Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) as advance payment and hereby agrees to pay to the Promoters the balance consideration amount of Rs. _____ (Rupees _____) in the following manner: -

- i. Rs. _____ /-(_____) i.e., 25% of the total consideration, on or before the execution of Agreement
- ii. Rs. _____ /-(_____) i.e., 50% of the total consideration payable on completion of the _____ Flat slab.
- iii. Rs. _____ /- (Rupees _____) i.e. 20% of the total consideration shall be paid to the Promoter on completion of the walls, internal plaster, flooring, doors and windows of the said Flat, external plumbing and external plaster, elevation, terraces with waterproofing, Sanitary fittings, staircases, lift wells, lobbies;
- iv. Rs. _____ /- (Rupees _____) i.e. the balance 5% of the total consideration shall be paid to the Promoter at the time of handing over of the possession of the Flat to the Allottee to be handed over after receipt of Occupancy / completion certificate.



29	Notwithstanding anything contained in clause 27, the Promoters shall not be liable for any defect or damage caused to the premises or the Building or newly constructed Floors or to rectify any such defect caused as a result of negligence, improper maintenance, improper operation, any unauthorized change, repair or alteration carried out by the Purchaser herein or by other Purchaser/s – Occupiers in the building. The liability / warranty of the Promoters hereunder shall forthwith cease and be null and void in the event the Purchaser (s) makes any such unauthorized change or carries out any repairs or alterations to the Flat / Shop or the Building without the written consent of the Promoters. The Purchaser (s) shall indemnify and keep indemnified the Promoters from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever which may be made against the Promoters or which the Promoters may suffer or incur as a result of any unauthorized change or alteration or causing any unauthorized repairs in or to the premises or the building or newly constructed Floors.
32	Since the proposed additional Floors on the existing incomplete building in which the Promoters have agreed to sell the premises to the Purchaser is being constructed on the land belonging to the said Society, the Promoters are not required to form or register any new Society/Association. Under the terms of the Supplemental Development Agreement, all the purchasers of premises, including the Purchaser herein, shall be made members of the Owner Society on



	payment of the prescribed share money and entrance fees as also proportionate contribution to the then existing Society Funds. Therefore, on and after the Purchaser would have paid to the Promoters all the sums including the consideration for sale and other due/deposits/charges etc. as provided herein and agreed to be paid by the Purchaser under the terms hereof, the Purchaser will sign and handover to the Promoter his/her application for membership, which the Promoters shall forward to the Society and the Society will thereafter, subject to the terms and conditions in that behalf contained in the Supplemental Development Agreement, about which the Purchaser is fully aware of, admit the Purchaser to the membership of the Society. After such admission to the membership, the holding of the said premises by the Purchaser shall be governed by the Bye-laws rules and regulations of the Society. The Purchaser is not entitled to refuse to become member of the Society.
34	<u>Rights regarding unsold Flats:</u> After due completion of the additional Floors on the existing incomplete building under construction in all respect and Occupation Certificate in respect thereof having been obtained, even if the Promoters, in due compliance of the terms of the Supplemental Development Agreement with the Society would have handed over complete charge, control and management of the newly constructed floors on the existing building to the said Society, the Promoters are entitled to and shall continue to hold in their own name all such Flats and premises which would have, by then, remained unsold and not as member/s of the Society but as the absolute owners thereof and it shall not be subject to or be governed



by the bye/laws, rules or regulations including the tenancy regulations of the Society. However, until such premises are sold by the Promoters, Promoters shall be bound to bear all Municipal Assessment in respect of such unsold premises. The Promoters however shall not be liable to pay proportionate maintenance charges, taxes etc. if the unsold premises remain vacant and unused for such a period as agreed to under the terms of the Supplemental Development Agreement. The Promoters, however will pay proportionate share of maintenance in respect of such of the unsold premises which they or their nominees/Licensees/Lessees might use and occupy. Further, The Promoters shall have unqualified and unrestricted rights and authority to sell and dispose of such unsold premises to any person of the Promoters' choice and the Society and/or its members being the original members as well as some of the purchaser(s) of the premises in the Building, shall not object to any such sale or disposal by the Promoters; nor shall the Society or its then members refuse to enroll the purchaser (s) of such unsold premises from the Promoters as members thereof. It is further agreed that such purchasers upon being inducted as members of the said Society shall be obliged to adhere to the rules, regulations, bye laws, made by the Society. The Promoters shall be at liberty and be entitled to allow all unsold premises to be used by any person of its choice on leave and license basis and/or on rental basis or under the "Time Share Scheme or Service Flats Scheme or on Paying Guest basis pending disposal thereof on ownership basis without obtaining the approval, sanction or consent of the Purchaser (s) or the Society. The Purchaser (s) or the said Society shall not be entitled to object to the same and the Promoters shall not be liable to



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contribute any amount towards non-occupancy charges or any Transfer fee/charges for any other fund provided for under the bye-laws, rules and regulations or resolutions of the said Society.

For KRISHANG INFRA PRIVATE LIMITED



KRISHANG INFRA PRIVATE LIMITED
D. Praval
DIRECTOR

Director

Date: 08/06/2023