Date: 08/08/2023

Deviation Report

Document Type: Agreement for Sale

Project Name: **"PRATAP LEGACY"**

Project Land: land adm. 874.80 sq. meters as per layout (as per physical survey 822.77) bearing Survey No. 186, CTS NO. 873, TPS VI lying and being at Village Vile Parle, Taluka Andheri MSD, situated at Plot No.7, Dadabhai Road, Vile Parle (West), Mumbai 400056, along with the building structure standing thereon known as "APARAJITA APARTMENTS" consisting of One building having ground plus three upper floors having 16 flats occupied by the members.

Promoter Name: **JPV REALTORS PVT. LTD**

Please find appended below the list of deviations in the Said Agreement for Sale:

A. List of Clauses that have been amended by Promoter in the Model Agreement for Sale is produced hereunder and the same is also highlighted in yellow color in the said Agreement for Sale:

(i) Recitals H (i) – added portion:

One residential multi storied building consisting of Ground plus ..... known as "***PRATAP LEGACY***" is proposed.

(ii) Clause 2 – added portion:

Provided that the Promoter shall have to obtain prior consent in writing of the 2/3 Allottee/Purchaser in-respect of any variation or modification which may adversely affect the flat of the Allottee/Purchaser except any alteration or addition required by any Government authorities or due to change in law or any change as contemplated by any of the disclosers already made to the Allottee/Purchaser.

(iii) Clause 3 (iii) – added portion:

No	Description	% Due	% Due Cum)
1	Earnest Amount	10.00%	10.00%
2	On Execution of AFS	20.00%	30.00%
3	On Plinth Completion	15.00%	45.00%
4	Casting of 1st Slab	2.27%	47.27%
5	Casting of 2nd Slab	2.27%	49.54%
6	Casting of 3rd Slab	2.27%	51.81%
7	Casting of 4th Slab	2.27%	54.08%
8	Casting of 5th Slab	2.27%	56.35%
9	Casting of 6th Slab	2.27%	58.62%
10	Casting of 7th Slab	2.27%	60.89%
11	Casting of 8th Slab	2.27%	63.16%
12	Casting of 9th Slab	2.27%	65.43%
13	Casting of 10th Slab	2.27%	67.70%
14	Casting of 11th Slab	2.30%	70.00%
15	Completion of Internal Brick Work & Plaster	2.50%	72.50 %
16	Installation of Flooring, Doors & Windows	2.50%	75.00 %
17	Finishing of Staircase & Lift Lobbies	5.00%	80.00 %
18	External Plumbing & Plaster & Water proofing	5.00%	85.00 %
19	Electrical Fittings & Pavement of Courtyards	5.00%	90.00 %
20	Lifts & Electromechanical Installation	5.00%	95.00 %
21	On Occupation Certificate	5.00%	100.00 %

(iv) Clause 16 – added portion:

On the receipt of the Promoter's Termination Notice by the Allottee/Purchaser, 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 Promoters shall be entitled to forfeit following amounts; (a) 10% (percentage) of the entire Sale Consideration as and by

way of agreed genuine pre-estimate of liquidated damages (b) Interest on any overdue payments (c) brokerage paid to channel partners/brokers, if any, and (d) administrative charges as per Promoter's Company policy (e) all taxes paid by the Promoter to the Authorities and (f) amount of stamp duty and registration charges to be paid on Deed Of Cancellation of this Agreement, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future(collectively referred to as the "**Non-Refundable Amount**") Within a period of 30 (Thirty) days of the Promoters Termination Notice, the Promoters shall after deduction of the Non Refundable Amount refund the balance amount of the Sale Consideration to the Allottee/Purchaser. Upon the termination of this Agreement, the Allottee/Purchaser shall have no claim of any nature whatsoever on the Promoters and/or the said Flat and/or car park and the Promoters shall be entitled to deal with and/or dispose of the said Flat and/or Car Park in the manner it deems fit and proper. The deduction of nonrefundable amounts shall be applicable also in case of the Allottee/Purchaser opting for termination of the Agreement without any fault of the Promoters.

(v) Clause 17 – added portion:

vi. It is clarified that the Promoters shall not be liable for any such defects if the same have been caused by structural changes, addition/alteration made by the Allottee/Purchaser of the building in their flats and/or reason of the willful default and/or negligence of the Allottee/Purchaser and/or any other Allottees in the Real Estate Project.

vii. The Allottee/Purchaser shall use the said Flat or any part thereof or permit the same to be used only for purpose of Residential use. The Allottee/Purchaser/s shall use the car parking space only for purpose of parking vehicle.

viii. The Promoter shall apply for membership of the Allotee/Purchaser/s on or before handing over possession of the said flat to the Allotee/Purchaser/s.

(vi) Clause 18 – added portion:

Only after payment of (i) minimum 50% percent of the Total Consideration by the Purchaser/s and (ii) a term of 6 months has elapsed from the date of Allotment Letter, whichever is later from (i) and (ii), the Allotee/Purchaser/s may transfer his rights, title and interest in the said Flat under this Agreement to any third person / entity after obtaining prior written consent of the Promoters. Any such transfer by the Allotee/Purchaser/s shall be subject to the terms and conditions of this Agreement, Relevant Laws, notifications/ governmental directions, the Allotee/Purchaser/s submitting documentary proof as may be required by the Promoters, payment of the monies due and payable by the Allotee/Purchaser/s under this Agreement and payment of applicable transfer / administrative fee of Rs. 50,000/- (Rupees Fifty Thousand only) to the Promoters. Further, the Promoters reserves the right to allow such transfer at its sole discretion.

(vii) Clause 23 – added portion:

Provided however, that nothing shall affect the already subsisting mortgage/charge created over the said Flat.

(viii) Clause 24 – added portion:

after deducting the Non Refundable amounts.

I say that this disclosure is to the best of my/our knowledge and as per the information available with us as on date. The Draft of Agreement for Sale has been prepared and submitted to MahaRERA on **08/08/2023**. In event of any subsequent changes in the draft, which 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 JPV REALTORS PVT. LTD

Director

JPV REALTORS PVT. LTD.