

To,
Maha RERA Authority,
6th floor, Housefin Bhavan,
Plot No C-21, E Block, BKC,
Bandra (E), Mumbai:-400051

Date :- 17/10/2023

Subject:- Deviation Report on Agreement for sale the project named PANDURANGWADI LAXMI NIWAS CHSL with C.T.S. NO. 95 OF VILLAGE PAHADI GOREGAON SITUATED AT 4TH CROSS ROAD, GOREGAON (EAST), MUMBAI – 400063.

Clause no as per our draft	Deviation Clause Actual clause
1	1. The Allottees/Purchasers has agreed to purchase from the Promoters/Developers and the Promoters/Developers has agreed to sell to the Allottees/Purchasers, Flat bearing Flat No._____ on the _____ Floor area admeasuring _____ Sq. Ft. Carpet equivalent to _____ Sq. Ft. RERA Carpet along with _____ Car Parking as per MCGM APPROVAL in the building know as Pandurangwadi Laxmi Niwas Co-op. Hsg. Soc. Ltd., bearing Survey no. 70, Hissa no. 3, CTS no. 95, of Village: Pahadi Goregaon (E), Taluka- Borivali, area admeasuring about 463.6 sq. mtrs, lying and situated at Plot no. 32, Pandurangwadi, Road no. 4, Goregaon (E), Mumbai 400063, to be constructed as per the Floor Plan annexed hereto and marked as annexure in these presents (hereinafter referred to as the “said Flat”) more particularly described in the Second Scheduled

hereunder written at or for the sale consideration of **Rs.**
 _____ /- **(Rupees**
 _____ **Only)**. The
 Allottees/Purchasers has paid on or before execution of
 this agreement a sum of **Rs.** _____ /- **(Rupees**
 _____ **Only)**
{10 % of Total consideration} as advance payment of
 which carpet is annexed hereto and hereby agreed to pay
 to the Promoters/Developers the balance amount of **Rs.**
 _____ /- **(Rupees** _____
 _____ **Only)** in the following manner;-

- a) **Rs.** _____ /- **{10 % of Total consideration}** shall be payable on or before execution of these presets, the receipt whereof the Promoters/Developers doth hereby admit and acknowledge.
- b) **Rs.** _____ /- **{20 % of Total consideration}** shall be payable on or before execution and Registration of these presets, the receipt whereof the Promoters/Developers doth hereby admit and acknowledge.
- c) **Rs.** _____ /- **{15 % of Total consideration}** shall be payable upon completion of the **Plinth**.
- d) **Rs.** _____ /- **{3 % of Total consideration}** shall be payable upon completion of **1st Slab**.
- e) **Rs.** _____ /- **{3 % of Total consideration}** shall be payable upon completion of **2nd Slab**.

	f) Rs._____/- {3 % of Total consideration} shall be payable upon completion of 3rd Slab.
	g) Rs._____/- {3 % of Total consideration} shall be payable upon completion of 4th Slab.
	h) Rs._____/- {3 % of Total consideration} shall be payable upon completion of 5th Slab.
	i) Rs._____/- {3 % of Total consideration} shall be payable upon completion of 6th Slab.
	j) Rs._____/- {3 % of Total consideration} shall be payable upon completion of 7th Slab.
	k) Rs._____/- {3 % of Total consideration} shall be payable upon completion of 8th Slab.
	l) Rs._____/- {3 % of Total consideration} shall be payable upon completion of 9th Slab.
	m) Rs._____/- {3 % of Total consideration} shall be payable upon completion of 10th Slab.
	n) Rs._____/- {3 % of Total consideration} shall be payable upon completion of 11th Slab.
	o) Rs._____/- {3 % of Total consideration} shall be payable upon completion of 12th Slab.

	p) Rs. _____/- {19 % of Total consideration} out of entire agreed sale proceeds consideration shall be payable on or before receipt of Physical possession of said Flat.
14	14.FIT OUT WORKS In the event, the Allottees/Purchasers desires to enter upon the said Flat for carrying out fit outs, interior work, designing and planning (Fit-out Works) in the Flat, before the Promoters/Developers offers possession in accordance with clause 12 herein, they shall provide a written intimation to the Promoters/Developers of his/her/their intention to do so. The Promoters/Developers shall permit the Allottees/Purchasers, provided the Allottees/Purchasers has paid all the amounts as due till then, under this Agreement and has complied with the terms and conditions of this Agreement.
16	16.USE: The Allottees/Purchasers shall use the Flat or any part thereof or permit the same to be used only for purposed of residence for carrying on any industry in business. He shall use the garage or parking space only for purpose of keeping or parking vehicle.

20	iv. For any reason whatsoever in the event, there is a change / amendment made in the sanctioned plans without the prior written approval of the Allottees/Purchasers in terms of Section 14 of RERA In the event of above, the Allottees/Purchasers shall be at liberty to terminate this Agreement by giving 30 days notice in writing to the Promoters/Developers to rectify /remedy the breach and in the event of failure of the Promoters/Developers to do so, this Agreement shall stand terminated on expiry of the aforesaid 30 days. Upon such termination, the Promoters/ Developers shall refund to the Allottees/Purchasers amounts already received by them in respect of the Flat till the date of termination, including the taxes, along with Interest @ 9 % per annum from the date of each payment to the date of repayment thereof. The Promoters/Developers shall refund the amounts mentioned herein to the Allottees/Purchasers within 30 days from the receipt of such termination notice. In the event of the payment as aforesaid is not made within the aforesaid period of 30 days, the Promoters/Developers shall be liable to pay interest at the rate of 9 % per annum for the delayed period. Pending such refund, the Allottees/Purchasers shall have charge on the Flat to the extent of amount unpaid by the Promoters/Developers and the Allottees/ Purchasers shall be entitled to take such legal recourses as may be available under the law for recovery of the aforesaid sums
21	x. There are no statutory claims, demands, attachments, injunction or any other prohibitory order or any attachment order or appointed of Court Receiver by any Court, Tribunal, Collector, Revenue Authority, Municipal Corporation or any other State or Central Government department or the other

local bodies or authorities in any manner affecting the said property or any part thereof and/or prohibiting the development/redevelopment of the said property or for any taxation or other dues whereby the rights of the Promoters/Developers in respect of the said Property and/or from executing this Agreement are affected in many manner.

For M/S MP SPACE DYNAMICS PRIVATE LIMITED

FOR MP SPACE DYNAMICS PVT. LTD.

Director
Date: 17.10.2023

DIRECTOR

