



28th Oct 2022

DEVIATION SHEET – AGREEMENT

Sub: Redevelopment of the property bearing C.T.S. No.194A, Plot Nos. 21 to 24, Barrister Nath Pai Nagar, Ghatkopar (East), Mumbai 400 077.

RERA Model Agreement Clause	Deviation
Recital	Recital – P The Residential Apartments in the Project will be sold on “Bare Shell – Raw” basis.
1.a (i) – Apartment Description	3.1 – Allotment of Apartment “Bare Shell – Raw”
Schedule – “A”	Fourth Schedule (Description of the Premises) “Bare Shell – Raw”
1.a (i) – Consideration	5.1 - Consideration The Allottee/s shall pay to the Promoters the Total Consideration, without any delay and default (timely payment of each instalment being essence of the contract), in the instalments and in the manner more particularly set out in the Fifth Schedule hereunder written (the “Payment Schedule”). <i>Fifth Schedule is annexed here to as Annexure – “1”</i>
7.4 – Defect Liability	8.2. - The Defect Liability Clause is set out in Annexure - “2” hereto
9 – Formation of Society	14 - Society The Land being redeveloped is leased by the Collector, Mumbai Suburban District to the Praja Co-operative Housing Society Ltd. and hence Clause – 9 is not applicable. The Promoters have accordingly inserted Clause – 14 and also made appropriate changes elsewhere in the Agreement. <i>Clause – 14 is annexed hereto as Annexure – “3”</i>

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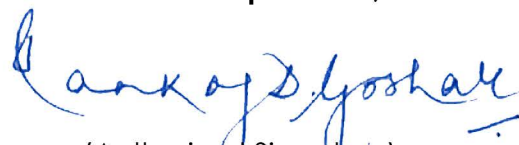
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15 – Separate Account	9.9 – Separate Account The following words of Clause 15 of Model Agreement are deleted as they are not applicable in this case. <i>“... sums received on account of share capital for the Promotion of the Co-operative Society or Association or Company... ”</i>
18 – Binding Effect	23.7 - Registration The Parties shall, as required under applicable law, present and lodge this Agreement for registration with the Sub-Registrar/Joint Sub-Registrar of Assurances having jurisdiction and admit execution of the same. If the Allottee/s fail/s or neglect/s to present and lodge this Agreement for registration and admit execution thereof within the time prescribed under applicable law, for any reason whatsoever, the Promoters will not be liable or responsible for the non-registration of this Agreement and for the consequences arising therefrom, nor shall the Promoters be liable to pay any penalty for their late attendance to complete the registration formalities.
14 – Covenants of the Allottee/s	12- Covenants of the Allottee/s Additional Sub-clauses are inserted and are set out in Annexure – “4” .
	15 - Nominee Clause for Nomination introduced and is set out in Annexure – “5” .
30 - Dispute Resolution	25.1- <u>Dispute Resolution, Governing law and Jurisdiction-</u> <u>Additional</u> Sub-clause in respect of Arbitration Clause is introduced and same is set out in Annexure – “6” .

For Tanishq Builders,


(Authorized Signatory)

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ANNEXURE – “1”

THE FIFTH SCHEDULE HEREINABOVE REFERRED TO

(Particulars of the “**Total Consideration**” and “**Payment Schedule**”)

Sr. No.	Particulars	%	Amount (in Rs.)
1.	Paid before execution hereof, receipt whereof the Promoters doth hereby admit and acknowledge	5%	
2.	1 st Basement	5%	
3.	2 nd Basement	5%	
4.	3 rd Basement	5%	
5.	1 st Podium	5%	
6.	Plinth	5%	
7.	1 st Floor Slab	3.25%	
8.	2 nd Floor Slab	3.25%	
9.	3 rd Floor Slab	3.25%	
10.	4 th Floor Slab	3.25%	
11.	5 th Floor Slab	3.25%	
12.	6 th Floor Slab	3.25%	
13.	7 th Floor Slab	3.25%	
14.	8 th Floor Slab	3.25%	
15.	9 th Floor Slab	3.25%	

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16.	10 th Floor Slab	3.25%	
17.	11 th Floor Slab	3.25%	
18.	12 th Floor Slab	3.25%	
19.	13 th Floor Slab	3.25%	
20.	14 th Floor Slab	3.25%	
21.	15 th Floor Slab	3.25%	
22.	16 th Floor Slab	3.25%	
23.	Internal Plaster	4%	
24.	External Plaster	4%	
25.	Handing over possession of the Apartment on or after receipt of Occupancy Certificate	10%	
TOTAL CONSIDERATION		100%	

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ANNEXURE – “2”

8.2 Defect Liability

- (i) If within a period of 5 (five) years from the date of handing over the Apartment to the Allottee/s, the Allottee/s bring/s to the notice of the Promoters any structural defect (workmanship defects) in the Apartment or the Real Estate Project, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoters, compensation for such defect in the manner as provided under the RERA. It is clarified that the Promoters shall not be liable for any such defects if the same have been caused by reason of the wilful default and/or negligence of the Allottee/s and/or any other allottees in the Real Estate Project:

PROVIDED that the Allottee/s have not changed or modified the exact natures and original theme given at the time of Possession by the Promoters:

PROVIDED FURTHER that the Allottee/s should not apply, reconstruct/ redesign or reapply new materials which can damage original materials / plasters/ walls/ internal walls etc.:

PROVIDED HOWEVER that that the Allottee/s shall not carry out any alterations of the whatsoever nature in the Premises or New Building and in specific the structure of the New 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.

- (ii) It is clarified that it shall be the responsibility of the Allottee/s to maintain his/her/their/its Premises in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his/her/their/its Premises are regularly filled with white cement/epoxy to prevent water seepage. Further, where the manufacturer warranty as shown by the Promoters to the Allottee/s end before the defects liability period and such warranties are

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covered under the maintenance of the premises, and if the annual maintenance contracts are not done/renewed by the Allottee/s, the Promoters shall not be responsible for any defects occurring due to the same.

- (iii) The Allottee/s has been made aware and that, the Allottee/s expressly agrees that the regular wear and tear of the Premises and New Building 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.
- (iv) It is expressly agreed that, before any liability of defect is claimed by or on behalf of the Allottee/s, it shall be necessary to appoint an expert, who shall be a nominated surveyor, who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the New Building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.



ANNEXURE – “3”

14. Society

- (i) The Allottee/s shall sign and execute the application for membership and all other papers, forms, writings and documents necessary for becoming a member of the Praja Co-operative Housing Society Ltd. (“**the Society**”).
- (ii) The Promoters shall convey the said New Building by executing Deed of Conveyance in favour of the Society within 3 months of receipt of Occupation Certificate.
- (iii) The Promoters shall hand over to the Society all necessary deeds and documents executed by the Promoters and/or issued by MCGM in respect of the construction of the New Buildings. The Society shall preserve and maintain the aforesaid deeds and documents handed over by the Promoters.
- (iv) Upon the receipt of Occupation Certificate in respect of Real Estate Project and handing over the possession of Rehab Wing to the respective existing members of the Society and possession of sold premises in the New Building to the respective prospective allottees, , the Promoters shall continue to be entitled to such unsold apartments and to undertake the marketing, etc. in respect of such unsold premises/apartments. The Promoters shall not be liable or required to bear and/or pay any amount by way of contribution, outgoings, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Society for the sale/allotment or transfer of the unsold premises in the Project, save and except the municipal taxes at actuals (levied on the unsold premises) and a sum of Rs.1000/- (Rupees One Thousand Only) per month in respect of each unsold premises towards the outgoings.

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- (v) The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoters for preparing, drafting and approving all such documents for Deed of Lease of the land if any and conveyance of Structures in favour of the Society, shall be borne and paid by the Society and their respective members/intended members including the Allottee/s, as the case may be, and the Promoters shall not be liable towards the same.
- (vi) Post handing over the New Building to the Society, the Society shall be responsible for the operation, management and/or supervision of the New Building including the exclusive common areas, facilities and amenities therein and the Promoters shall not be responsible for the same.
- (vii) The Society shall carry out periodical structural audits, fire audits and necessary repairs at regular intervals and shall preserve and maintain reports in respect thereof as per the rules, regulations and guidelines framed by the MCGM and/or other competent authorities.
- (viii) The Society shall function as per the rules and regulations and bye-laws. The Allottee/s shall observe and perform all the rules, regulations and bye-laws of the Society and as may be amended and altered from time to time and shall perform and observe the rules and regulations for the time being of the concerned local authority, government or public bodies. The Allottee/s shall also observe and perform all the terms and stipulations laid down by the Society regarding occupation and use of the Premises.



ANNEXURE – “4”

12. Covenants of the Allottee/s

- (ii) Not to interfere or raise any objection to the Promoters completing the construction of the Project (including additional floors thereon) in accordance with applicable law and this Agreement, without any interference or objection, whether prior to or subsequent to the Allottee/s taking possession of the Apartment;
- (iii) Not to object to the Promoters laying through or under or over the Property or any part thereof pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., on any portion of the Property;
- (iv) That the Allottee/s is/are aware that the New Building is constructed with open spaces deficiency and that neither the Promoters nor MCGM shall be held liable for the same at any point of time;
- (v) Not to object or make any complaints to the Promoters and/or to MCGM in respect of any inadequacy of manoeuvring space for the Car Park/s;
- (vi) Not to object to the area of the Apartment and not to hold the Promoters and/or MCGM liable for the same on ground of any inadequacy whatsoever;
- (vii) Not to change the user of the Apartment and to comply with stipulations and conditions laid down by the Promoters or the Society with respect to the use and occupation of the Apartment;
- (viii) Not to make any structural alteration and/or construct any additional structures, mezzanine floors, whether temporary or permanent and/or alter the size / location / orientation of the sunk / wet area in respect of the Apartment as mentioned in the approved plans;

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- (ix) Not to cover or construct anything on the open spaces, garden, recreation area and/or parking spaces;
- (x) Not to make any alteration in the elevation and outside colour scheme of paint and glass of the New Building and not cover/enclose the planters and service slabs or any of the projections from the Apartment, within the Apartment, nor chisel or in any other manner cause damage to the columns, beams, walls, sunk / wet areas, slabs or RCC partition or walls, pardis or other structural members in the Apartment, nor do/cause to be done any hammering for whatsoever use on the external/dead walls of the New Building or do any act to affect the FSI/development potential of the Property;
- (xi) To maintain the Apartment at the Allottee's own cost in good and tenantable repair and condition from the expiration of the Possession Period (irrespective whether the Allottee/s takes possession or not) and shall not do or suffer to be done anything in or to the New Building which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the New Building and the Apartment itself or any part thereof without the consent of the local authorities and Promoters;
- (xv) Not to affix air conditioner/s at any other place other than at the location earmarked for fixing such units so as not to affect the structure, façade and/or elevation of the New Building or any part thereof in any manner whatsoever;
- (xvi) Not to shift or alter the position of either the kitchen or the toilets which would affect the drainage system of the New Building or any part thereof in any manner whatsoever;
- (xviii) Not to display at any place in the Apartment or the New Building or any part thereof any bills, posters advertisement, name boards, neon signboards or illuminated signboards. The Allottee/s shall not stick or affix pamphlets, posters or any paper on the walls of the New Building or any part thereof or common

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areas therein or in any other place or on the window, doors and corridors of the New Building or any part thereof or anywhere else whatsoever on the Property or any structures thereon;

- (xix) Not to do or permit to be done any renovation/repair within the Apartment. In the event of the Allottee/s carrying out any renovation/repair within the Apartment, then in such event, the Promoters shall not be responsible for rectification of any defects noticed within the Apartment or of any damage caused to the Apartment or the New Building on account of such renovation/repair;
- (xx) To maintain the aesthetics of the New Building and to ensure the quiet and peaceful enjoyment by all the allottees and occupants therein and for the common benefit of all, and to preserve and maintain the safety, security and value of the Apartment, the New Building and/or any part thereof and the Property;
- (xxi) To use the Apartment or any part thereof or permit the same to be used only for personal residential purpose and the Car Park/s only for purpose of parking vehicle/s of the Allottee/s and not outsiders;
- (xxvi) Not to create any hardship, nuisance or annoyance to any other allottees in the New Building;
- (xxvii) Not to do through himself/herself/themselves/its representative or through any other person anything which may or is likely to endanger or damage the New Building or any part thereof, the garden, greenery, fencing, saplings, shrubs, trees and/or the installations for providing facilities in the New Building including any electricity poles, cables, wiring, telephone cables, sewage line, water line, compound gate, etc. or any common areas, facilities and amenities. If the Allottee/s or members of the Allottee's family or any servant or guest of the Allottee/s commits default of this sub-clause, then, the Allottee/s shall

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immediately take remedial action and shall also become liable to pay such sum as may be levied by the Promoters and/or the Society on each such occasion;

- (xxviii) Not to change the name of the New Building either by himself/herself/themselves/its representative or through the Society, at any point of time without the prior written permission of the Promoters, and not to object on placing of the signage Board of the Promoters on the New Building;
- (xxix) Not to object to commissioning and installation of electric heavy-duty transformers in the proposed substation for supply of electricity to the newly constructed Buildings as may be sanctioned and approved by the competent authority.

The representations and warranties stated herein are of a continuing nature and the Allottee/s shall be obliged to maintain and perform such representations and warranties.



ANNEXURE – “5”

15. Nominee

The Allottee/s hereby nominate/s the person named in the **Eighth Schedule** hereunder written (hereinafter referred to as the “**said Nominee**”) as his/her/their/its nominee in respect of the Premises. On the death of Allottee/s, the said Nominee shall assume all the obligations of the Allottee/s under this Agreement or otherwise, and shall be liable and responsible to perform the same. If the said Nominee fails to perform the obligations under this Agreement and/or fails to comply with the terms and conditions of this Agreement (including but not limited to making payments of all amounts / taxes as stated hereunder and/or as intimated separately), then the Promoters shall be entitled to terminate this Agreement in the manner stated herein. The Allottee shall at any time hereafter be entitled to substitute the name of the said Nominee for the purposes herein mentioned. The Promoters shall only recognize the said Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoters In writing) and deal with him/her/them/it in all matters pertaining to the Premises. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions, etc. of and / or by the said Nominee. The Promoters shall be entitled to insist on Probate / Succession Certificate / Letter of Administration and/or such other documents as the Promoters may deem fit, from the said Nominee to prove the right, entitlement and interest of heirs/legal representative and/or said Nominee. The said Nominee would be required to give an indemnity bond indemnifying the Promoters as may be necessary and required by the Promoters. It is clarified that the Nominee shall act as trustee of heirs/legal representative.

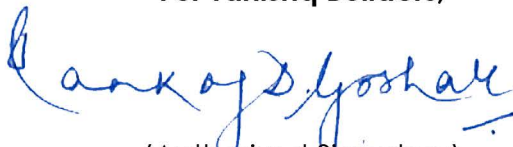


Annexure – “6”

25. Dispute Resolution, Governing law and Jurisdiction

25.1 Any dispute or difference between the Parties in relation to this Agreement and/or the terms hereof shall be settled before sole Arbitrator in terms of Arbitration and Conciliation Act 1996

For Tanishq Builders,


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