



MAHENDRA R. MAKWANA

***Hemkunj Building, Vallabh Baug Lane, Ghatkopar – East,
Mumbai – 400 077 .Mob - 9820134116***

To,
MAHARERA Authority
Maharashtra.

Sub: Deviation Report with respect to model copy of Agreement

I hereby declare that the draft Model Agreement submitted by Hemkunj Building is as per the prescribed format of MahaRERA.

But following are the deviation in the termination clause

12 PURCHASER DELAY/DEFAULT:

12.1 The Purchaser will be bound and liable to pay the installment of the Consideration on the respective due dates thereof without any written virtual oral prior communication/intimation from the Promoter in that behalf. In case the Purchaser commits any delay in payment of any installment of Consideration or any other payments dues duties payable by the Purchaser to the Promoter hereunder (including the proportionate maintenance charges contribution or share taxes dues duties levied by the concerned authorities or any other statutory payments) then the Purchaser will be bound and liable to pay to the Promoter such installment of Consideration or any other payment with interest thereon calculated at the rate as stipulated in Rule 18 Chapter IV of the RERA Interest Rules 2017. The Promoter will have a charge lien and mortgage on the Premises to the extent of such unpaid Consideration and other amount alongwith interest thereon as aforesaid. The Purchaser will not be entitled to sell dispose off transfer or create any third party rights in respect of the Premises during the pendency of such charge lien or mortgage of the Promoter in that behalf and the Purchaser will not question challenge dispute oppose or object to the lien mortgage or charge created by the Promoter on the Premises.

- 12.2 On the Purchaser committing a default in payment of any amount and the interest accrued thereon due and payable by the Purchaser to the Promoter under this Agreement (including proportionate share of taxes levied by the concerned local authority or any other outgoings) beyond a period of two(2) months from the due date thereof or a breach of any of the terms and conditions herein contained the Promoter shall be entitled at his sole option to unilaterally terminate cancel and revoke this Agreement. giving a written notice in that behalf. The termination of this Agreement by the Promoter will be binding on the Purchaser and he will not raise any objection in that behalf. Upon termination of this Agreement by the Promoter:
- 12.2.1 It will be entitled and authorized to unilaterally forfeit (25%) percent of the consideration amount under clause 12.1 above as and by way of agreed and quantified liquidated damages and repay the balance amounts if any till then paid by the Purchaser to them out of sale proceeds of such Premises to the subsequent Purchaser;
- 12.2.2 the Purchaser will not be entitled to remain in the use occupation enjoyment or possession of the Premises and the Promoter will be authorized to resume the possession thereof from the Purchaser;
- 12.2.3 the earnest money deposit so forfeited by the Promoter will be appropriated by the Promoter as he may deem fit;
- 12.2.4 the Promoter will be entitled and authorized to sell the Premises to any other person or persons for such consideration and upon such terms and conditions as he may deem fit and proper in his absolute discretion and the Purchaser will not object and question the same;
- and
- 12.2.5 the Purchaser shall have no right to claim any repayment of the earnest money deposit upon termination and cancellation of this foregoing Agreement.
- 12.3 The Promoter shall not be liable to pay to the Purchaser any interest on the amounts so refunded. Provided however incase of any deficit arising out of subsequent sale of the Premises then the Purchaser shall be liable to bear such loss/deficit. Provided however the power of unilateral termination as herein before contained shall not be exercised by the Promoter unless and until the Promoter shall have given to the Purchaser fifteen (15) days prior notice in writing of his intention to do so mentioning therein the specific default or breach on which such notice may have been found.
- 12.4 The Promoter will be entitled to exercise a first lien and charge on the said Premises in respect of amount remaining unpaid by the Purchaser under the terms and conditions of this agreement. The

Purchaser does hereby agree and undertake that he will not sell dispose of or otherwise deal with the said Premises or in any manner part with possession thereof during the subsistence of such a charge of the Promoter on the Premises.

Further there is no deviation in the draft agreement.

So I attaching again draft agreement also herewith for your record.

So kindly consider the same and approve the same.

A handwritten signature in blue ink, appearing to read 'Mahendra R. Makwana' followed by a stylized 'N' or checkmark.

(Mahendra R. Makwana)

Place : Mumbai

Date:17/11/2022