



DAIWIK AAKAR INFRADEV LLP

Address : 304, Breeze Manav , Sector -5, Plot -3 , Charkop, Kandivali (West) , Mumbai – 400067

Email- pragnesh2500@gmail.com

To,

Maha RERA Authority,

6th floor, Housefin Bhavan,

Plot No C-21, E Block, BKC,

Bandra (E), Mumbai:-400051

Date :- 20/12/2022

Subject:- Deviation Report on Agreement for sale for the project named Daiwwik One located at CTS NO 471, 471/1 to 471/4 Village Pahadi Goregaon East ,Chaitanya building ,109, Rd Number 5,Jay Prakash Nagar, Goregaon, Mumbai, Maharashtra 400063

MODIFIED CLAUSES

Clause no as per rera		Clause no as per draft agreement	
1(c)	1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees	7	The Flat Purchaser/s shall pay to the Developers/Promoters the Consideration, without any delay and default, (timely payment of each installment being essence of the contract) in the following manner:

_____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) in the following manner :- i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement ii. Amount of Rs...../- (.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located. iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located. iv. Amount of Rs...../- (.....) (not				S r N o .	Particulars	Percentage of Sale Price
				1	On Booking	10% (Ten Percent)
				2	On Agreement Execution	10% (Ten Percent)
				3	On Plinth Completion	15% (Fifteen Percent)
				4	On or before 1 st slab	7% (Seven Percent)
				5	On or before 2 nd slab	7% (Seven Percent)
				6	On or before 3 rd slab	7% (Seven Percent)
				7	On or before 4 th slab	7% (Seven Percent)
				8	On or before 5 th slab	7% (Seven Percent)
				9	On or before 6 th slab	7% (Seven Percent)
				10	On or before 7 th slab	7% (Seven Percent)
				11	On or before 8 th slab	7% (Seven Percent)
				12	On Completion of Brick work & Plaster	4% (Four Percent)

	exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment. v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment. vi. Amount of Rs...../- (.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.. vii. Amount of Rs...../- (.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical				r wo rk (Int ern al and Ext ern al)		
					1 3 .	On Completion of Tiling work	2% (Two Percent)
					1 4 .	On Completion of Plumbing work	1% (One Percent)
					1 5	On Completion of Complete work	1% (One Percent)

fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located. viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.		
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Added clauses

Clause no as per our draft	Actual clause
1	The Parties hereby declare that the statements, declarations and representations on their respective parts as contained in the foregoing recitals as also hereinafter contained are true to their own knowledge and are made by them conscientiously, believing the same to be true knowing full well that relying upon the said statements, declarations and representations to be true and correct.
3	During the construction work of the New Building, the Developers/Promoters shall be entitled to commence the work on any wing or floor or premises as per their convenience and the Flat Purchaser/s will not object to that and shall pay his/her /their installment within the stipulated period as per the payment schedule.
8	In accordance with the Real Estate Regulation & Development Act, 2016,

	70% (Seventy Percent) of the amount realized from the Flat Purchaser(s) shall be deposited in a separate account and it shall be utilized towards the cost of construction and cost of Land as provided under RERA. Accordingly, the Developers/Promoters has opened such separate bank account bearing No. [] with [] Bank [] Branch having IFSC code [] ("RERA Designated Bank Account").
9	The Flat Purchaser/s shall make payment of the Consideration amount into the RERA Designated Bank Account.
10	It is agreed that any communication either orally or in writing by the Developers/Promoters to the Flat Purchaser/s for inspection of the Property by the Flat Purchaser/s and/or about the completion of a particular stage of construction is sufficient and within 7 days of such notice, the Flat Purchaser/s shall pay to the Developers/Promoters the requisite installment of the Consideration.
11	The Flat Purchaser/s hereby undertakes to pay the amount of Goods & Services Tax (GST) along with each installment. The Developers/Promoters shall not be bound to accept the payment of any installments unless the same is paid along with the amount of GST applicable thereon and the Flat Purchaser/s shall be deemed to have committed a default in payment of amount due to the Developers/Promoters hereunder, if such payment is not accompanied with the GST. Alternatively, the Developers/Promoters shall adjust payment of any installments first towards interest due and payable. Provided further that if on account of any change/modification/amendment in the present statute or laws or rules and policies by the central government or the state government, any other taxes become payable hereafter on the amounts payable by the Flat Purchaser/s to the Developers/Promoters in respect of this Agreement and/or the GST is increased, the Flat Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Flat Purchaser/s do and doth hereby agree and indemnify and keep indemnified the Developers/Promoters and its successor-in-title and assigns in respect thereof.
16	The Flat Purchaser/s has made enquiries and is satisfied that the title of the Developers/Promoters to the Property is marketable and free from encumbrances and that the Developers/Promoters has the authority to develop the same. The Flat Purchaser/s has inspected the original title certificate issued by the Advocate of the Developers/Promoters. The Flat Purchaser/s has/have also checked the webpage of the Developers/Promoters and the Flat Purchaser/s is satisfied that the Developers/Promoters have obtained the necessary permissions, approvals required for development of the Property and that pursuant thereto, the Developers/Promoters herein is entitled to develop the Property.
23	23. Rights and entitlements of the Developers/Promoters: In addition to what is stated elsewhere in this Agreement, the rights of the Developers/Promoters with respect to the New Building, shall include the

	following: (a) Till the transfer in terms of this Agreement and till the Flat Purchaser has paid the entire Consideration to the Developers/Promoters in full along with all other amounts/deposits payable in terms of this Agreement, the Flat Purchaser/s shall not let, sub-let, transfer, assign or part with their interest or benefit under this Agreement or part with the possession of the said Premises without prior written permission of the Developers/Promoters. (b) In respect of any amount liable to be paid by the Flat Purchaser/s to the Developers/Promoters under or by virtue of this Agreement, the Developers/Promoters shall have a first lien and charge on the said Flat so long as the same shall remain unpaid.
24	It is also understood and agreed by and between the Parties hereto that the terrace in front of or adjacent to any flats in the building, if any, allotted by the Developers/Promoters, shall belong exclusively to the respective flat purchasers of the terrace flats and such terrace spaces are intended for the exclusive use of such purchasers.
35	Any delay, tolerance or indulgence shown by the Developers/Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Flat Purchaser/s by the Developers/Promoters of any breach or non-compliance of any of the terms and conditions of this Agreement by the Flat Purchaser/s nor shall the same in any manner prejudice to the rights of the Developers/Promoters.
36	The Flat Purchaser/s shall present this Agreement at the proper Registration Office for registration within 4 (four) months from the date of execution of this Agreement as set out in the Indian Registration Act, 1908 and the Developers/Promoters will attend such office and admit execution thereof.
37	All notices to be served on the Parties as contemplated by this Agreement shall be deemed to have been duly served if sent to any party by Registered Post A. D. under Certificate of Posting at his/her address specified in the title clause.
38	This Agreement shall always be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules made there under from time to time.

For DAIWIK AAKAR INFRADEV LLP

FOR DAIWIK-AAKAR INFRADEV LLP


PARTNER



Partner

Date: 20TH December 2022.