



HS GROUP

-Re-Inventing Lifestyle-

DEVIATION REPORT

DT : 21/02/2025

Document Type: Agreement for Sale

PROJECT NAME: **HS HERITAGE**

PROJECT LAND : Plot of land admeasuring about 2969.8 Sq. Mtrs. bearing C.T.S. No. 896/1 Survey No. 119, Hissa No. 5 in the revenue Village of Mulund East, Taluka Kurla, situated at Hutatma Chaphekar Bandhu Marg, Mulund East, Mumbai-400081, together with the building 'NEETA APARTMENT BUILDING NO. 1' standing thereon within the limits of 'T' Ward of the Brihanmumbai Municipal Corporation

PROMOTER'S NAME : **M/s. H.S. PROPERTY DEVELOPERS**

1. Please find appended below the list of deviations in the Model Agreement for Sale :

List of Clauses that have been amended and added by the Promoters in the Model Agreement for Sale is produced hereunder and the same is highlighted in yellow colour in the Agreement for Sale.

(i) Clause 1 - added portion

There shall be underground water tanks, pump room, STP, pit car parking spaces in the part basement of the said Building.

(ii) Clause 1(a) (ii) - added portion

The Allottee has informed the Promoters that he/she/they/it does not require any car parking space in the said Project. Accordingly, no reservation of car parking is made against said Apartment. The Allottee undertake/s, assure/s and guarantee/s not to claim any car parking space in the said Project in future, nor raise any objection to use of car parking spaces by other Allottee.

(iii) Clause 1(c) - added portion

(i) Rs. _____/- (Rupees _____ only) being 20 % of the total consideration upon execution of hereof.

(ii) Rs. _____/- (Rupees _____ only) being 15 % of the total consideration upon completion of the Plinth.

(iii) Rs. _____/- (Rupees _____ only) being 1 % of the total consideration upon completion of 1st slab.

(iv) Rs. _____/- ((Rupees _____ only) being 1 % of the total consideration upon completion of 2nd slab.

(v) Rs. _____/- (Rupees _____ only) being 1 %





of the total consideration upon completion of 3rd slab.

- (vi) Rs. _____/- ((Rupees _____ only) being 1 % of the total consideration upon completion of 4th slab.
- (vii) Rs. _____/- (Rupees _____ only) being 1 % of the total consideration upon completion of 5th slab.
- (viii) Rs. _____/- (Rupees _____ only) being 1 % of the total consideration upon completion of 6th slab.
- (ix) Rs. _____/- (Rupees _____ only) being 1 % of the total consideration upon completion of 7th slab.
- (x) Rs. _____/- (Rupees _____ only) being 1 % of the total consideration upon completion of 8th slab.
- (xi) Rs. _____/- (Rupees _____ only) being 1 % of the total consideration upon completion of 9th slab.
- (xii) Rs. _____/- (Rupees _____ only) being 1 % of the total consideration upon completion of 10th slab.
- (xiii) Rs. _____/- (Rupees _____ only) being 1 % of the total consideration upon completion of 11th slab.
- (xiv) Rs. _____/- (Rupees _____ only) being 1 % of the total consideration upon completion of 12th slab.
- (xv) Rs. _____/- (Rupees _____ only) being 1 % of the total consideration upon completion of 13th slab.
- (xvi) Rs. _____/- (Rupees _____ only) being 1 % of the total consideration upon completion of 14th slab.
- (xvii) Rs. _____/- (Rupees _____ only) being 1 % of the total consideration upon completion of 15th slab.
- (xviii) Rs. _____/- (Rupees _____ only) being 1 % of the total consideration upon completion of 16th slab.
- (xix) Rs. _____/- (Rupees _____ only) being 1 % of the total consideration upon completion of 17th slab.
- (xx) Rs. _____/- (Rupees _____ only) being 1 % of the total consideration upon completion of 18th slab.



- (xxi) Rs. _____/- (Rupees _____ only) being 1 % of the total consideration upon completion of 19th slab.
- (xxii) Rs. _____/- (Rupees _____ only) being 1 % of the total consideration upon completion of 20th slab.
- (xxiii) Rs. _____/- ((Rupees _____ only) being 1 % of the total consideration upon completion of 21st slab.
- (xxiv) Rs. _____/- (Rupees _____ only) being 3 % of the total consideration upon completion of the top slab.
- (xxv) Rs. _____/- (Rupees _____ only) being 5% of the total consideration upon completion of the walls, internal plaster, floorings, doors and windows of the said Apartment.
- (xxvi) Rs. _____/- (Rupees _____ only) being 5 % of the total consideration upon completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.
- (xxvii) Rs. _____/- (Rupees _____ only) being 5 % of the total consideration upon completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the said Building in which the said Apartment is situated.
- (xxviii) Rs. _____/- (Rupees _____ only) being 10 % of the total consideration upon completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed herein.
- (xxix) Rs. _____/- (Rupees _____ only) being 5 % of the total consideration against and at the time of handing over of the possession of the said Apartment to the Allottee on or after receipt of the Occupation Certificate.

(iv) Clause 1(e) – added portion

The Allottee hereby specifically agrees and undertakes to pay the Goods and Service Tax (G.S.T.), Cess or any other taxes as payable and/or all other direct/indirect taxes/duties, impositions applicable levied by the Central and/or State Government





and/or any local, public or statutory authorities/ bodies ("Statutory Charges") in respect of the said Apartment and/or the transaction contemplated herein and/or in respect of the sale consideration and/or the other amounts payable in respect of this Agreement / Sale of the said Apartment upon execution hereof or as and when demanded by the Promoters as per the provisions of respective laws. The Allottee hereby further specifically agrees and undertakes to pay the amount of Goods and Service Tax as applicable on the amount of each of the instalment of the consideration along with the payment of each of the instalment of the consideration or as and when demanded by the Promoters. In accordance with the provisions of Section 194 IA of Income Tax Act, 1961 the Apartment Purchaser is obliged to deduct the Tax (T.D.S.) at the rate of 1 % from the amount of each of the instalments of the purchase price of the said Apartment and deposit the same into the Government Treasury in time and furnish the T.D.S. Certificates for the same to the Promoters immediately. The Allottee shall issue TDS Challan and TDS Certificate to the Promoters within 30 days from deducting such TDS and in the event of not sharing such TDS Challan and TDS Certificate, the Allottee shall be liable to make payment to the extent of such amount to the Promoters. The Allottee hereby specifically agrees and undertakes to pay such other taxes and levies in respect of the said Apartment as may be levied from time to time by the Central Government / State Government / Local Government or any other authority concerned. The payment of such taxes and levies is the essence of this Agreement. The Allottee hereby indemnifies / indemnify and keeps indemnified the Promoters against all claims, costs, charges and expenses that may be made against or occasioned to or suffered by the Promoters for non-deduction and/or non-remittance of the applicable TDS (if any), by the Allottee in respect of this presents and/or the said total sale consideration.

(v) Clause 4.2 - added portion

Simultaneously against the Allottee executing and registering requisite Cancellation Deed provided the Allottee has defaulted in paying the entire sale consideration including the interest/penalty (if any) payable by the Allottee to the Promoters in accordance with the terms of this Agreement, as well as all other amounts payable by the Allottee as provided in this Agreement. It is agreed that upon refund of the said amount together with interest as stated hereinabove, the Allottee shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the said Apartment and the Car Parking Spaces allotted to the Allottee or against the said Property in any manner whatsoever and the Promoters shall be entitled to deal with or dispose of the said Apartment and the Car Parking Spaces to any person or party as the Promoters may desire at its absolute discretion.

(vi) Clause 7.5 - added portion

7.5 It is clarified that the liability of the Promoters under Clause 7.4 shall not extend to:

- a. any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other allottees in the Building (including the family members, servants, occupants, licensees of such allottees) i.e.





against the guidelines, precautions, warranties, warnings on the products, provided by the Promoters / Utility Providers for the Building.

- b. defects caused by normal wear and tear, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature, negligent use of the said Apartment or the Internal Fittings provided therein. Defects in Internal Fittings are not included therein and are subject to individual warranties provided by the manufacturers of such Internal Fittings in this regard.

(vii) Clause 9.1 to 9.4 – added portion

- 9.1 The Allottee knows and accepts that the said real estate project is a redevelopment project of Society and since the Society is already in existence and is the owner of the said Project Land, there will not be any question of Promoters complying with their obligation under RERA regarding formation of society as per section 11 (e) and transfer of title as per Section 17 of RERA.
- 9.2 The Allottee shall, from time-to-time, sign and execute the application for membership and other papers and documents necessary for becoming a member/s in the said Society. The said Society shall admit all allottees and subsequent transferees of Apartments and premises in the said Building as members, in accordance with its bye-laws .
- 9.3 Only after the existing Members being offered the permanent accommodation in the building to be constructed on the said Land, the Promoters shall give possession to the prospective buyers or allottees and not otherwise and in no manner and/or under any arrangement possession to new purchaser shall be provided under any guise or reason, as provided in the Development Agreement.
- 9.4 The Allottees shall provide undertaking he/she/they/ it will abide with Maharashtra Co-operative Societies Act 1960, the bye-laws of the said Society and all the terms and conditions of the said Development Agreement are binding upon him/her/them/it. The Allottees shall make application for membership and furnish an undertaking in the prescribed form as per Maharashtra Co-operative Society Bye-laws to the effect that the Allottees shall use the Apartment for the residential purpose only. Upon the Allottees becoming member/s of the said Society, the rights, benefits and interests of the Allottees shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, covenants, stipulations and provisions of this Agreement.

(viii) Clause 12 – added portion

- xii. The Allottee / Promoters shall permit the Promoters and their agents with or without workmen and others at all reasonable times to enter into and upon the said Apartment or any part thereof for the purpose of repairing any part of the Building and for the purposes of making, repairing, maintaining,





rebuilding, cleaning, lighting and keeping in order and good condition all services, drains, pipes, cables, water covers, gutters, wires party structure and other conveniences belonging or serving or used for the Building and also for the purpose of laying down, maintaining, repairing and testing drainages, gas and water pipes and electric wires and for similar purposes and also for the purpose of cutting off supply of water to the said Apartment or any other premises in the Building in respect whereof the Allottee or the occupier of any other premises as the case may be shall have made default in paying his/her/their/its contribution of the water tax or charges and other outgoings.

- xiii. All open/common areas are meant for use of all the members of the said Society, including the Allottee herein for e.g. staircase, steps, landing areas, parking spaces, lift, corridor, and such other spaces cannot be occupied by any member / Allottee for their own use. The Allottee (including therein family members, visitors, guests, successors-in-title, etc.) shall not keep shoe racks, cycle, or any other objects in common passage area, staircase and steps area. The use of such areas shall be restricted to the cause for which these are meant. If Allottee and/or their successors in title violating the above conditions by encroachment shall have to vacate the encroachment and further they shall pay an amount equal to 5 (Five) times the monthly maintenance charges for the period for which they have encroached such spaces to the said Society and the Allottee shall must not carry out constructions, structural changes, over and above the sanctioned plan without prior permission of the Promoters / the said Society and concerned Municipal Authorities/ Competent Authorities.
- xiv The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid done in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and shall provide the Promoters with such permission, approvals which would enable the Promoters to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her/their part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.





- xv The Promoters accept no responsibility in regard to the Allottee compliance of making payment via his/her/their/it's own accounts. The Allottee shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Apartment applied for herein in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee only.
- xvi Not to violate and to abide by all rules and regulations framed by the Promoters / and/or by the said Society, for the purpose of maintenance and up-keep of the said New Building and in connection with any interior / civil works that the Allottee may carry out in the said Apartment (the "Fit-out Rules").
- xvii. Any balcony / deck space attached / appurtenant to the Apartment, if any, shall belong exclusively to the respective purchaser of the Apartment and the prospective purchaser shall have access from within the said Apartment which will be for the exclusive use and occupation of the purchasers who shall be occupying such apartment which shall be sole property of the purchaser and the other purchasers shall not object to the same individually and / or collectively as through the said Society.

(ix) Clause 15.1 to 15.5 – added portion

- 15.1 For redeveloping the said Property and constructing new building on the said Land the Promoters are entitled to use the entire FSI (including Premium FSI, Compensatory FSI and Fungible FSI) of the said Land and additional FSI by change in rules or situation and/or due to incentive scheme opted by the Promoters for development of said Property and/or by acquiring Transfer of Development (TDR) as per the Development Control Promotion Rules and Regulations 2034 and amendments and other relevant rules and regulations and amendment as applicable from time to time and to consume the same by putting to construction to the extent of full available FSI and/or as permissible under the laws of land, to consume and utilize the base FSI, Premium FSI, TDR, Fungible FSI as may be available.
- 15.2 The Promoters are entitled to purchase TDR (Transferable Development Rights) in the name of said Society entirely at their own costs and expenses and obtain Development Right Certificate/s





(DRC) to be loaded along with the available FSI on the said Property in redevelopment of the said Property.

- 15.3 The Promoters shall be entitled to put hoarding/boards of their brand name in a form of Neon Signs, MS Letters, Vinyl & Sun Boards on the said Property and/or the Building and on the façade, terrace, compound wall or other part of the Building. The Promoters shall also be entitled to place, select, decide hoarding/board sites in the Building.
- 15.4 Irrelevant of the stage of redevelopment, the Promoters shall have the privilege and right to sell, dispose off such unsold flats to any person/s as per their discretion at any time in future, without any objection of whatsoever nature on the part of the Allottee or the said Society. The flats in respect of which concerned agreements to sell are cancelled or terminated as envisaged under this Agreement, shall also be treated as unsold flats for the purpose of this clause. Such new Allottee shall be given membership of the said Society and the same shall be given by accepting only Membership Fee without asking for any other consideration / fees save and except Rs. 500/- as share money and Rs.100/- as entrance fees and such allottee/purchaser or transferee thereof shall not be discriminated or treated prejudicially by the Allottee or other purchasers of flats / premises in the said Building or the said Society. The Allottee as well as the said Society shall extend all co-operations to the Promoters and the new allottees / purchaser(s) in this regard.
- 15.5 The Promoters shall be entitled to temporarily construct site office and a godown on a portion of the said Land till the completion of development work of the said Project.

(x) Clause 17.1 to 17.3 - added portion

- 17.1 In case if the Allottee avails financial assistance or home loan inter-alia for purchasing and acquiring the said Apartment and the said Car Parking Space, then in that event, Promoters shall at the request and at the cost of Allottee, allow the charge or mortgage to be created upon the said Apartment and the said Car Parking Space of such bank or financial institution from whom the Allottee shall avail such financial assistance or loan provided the mortgage created in favour of such Bank or financial institution in respect of the said Apartment and the said Car Parking Space of the Allottee shall not in any manner jeopardize the Promoters right to receive full consideration and other charges and to develop the balance of the said Property and such mortgage in favour of such Bank or financial institution shall be subject to Promoters first lien and charge on the said Apartment and the said Car Parking Space in respect of the unpaid amounts payable by the Allottee to the Promoters under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. It is agreed and understood that the entire responsibility/liability of repayment of the said financial assistance / loan shall be that of the Allottee alone. The Promoters in no way shall be liable for the





payment of or repayment of the said financial assistance/ loan to the said financial institution. The Allottee alone shall be liable and responsible for all consequences, costs and/or litigations that may arise due to non-payment and default in repayment of said financial assistance and loan. In any case mortgage or charge that shall be created pursuant to availing of such financial assistance/ loan by the Allottee, shall be subordinate to the rights of the Promoters and be limited to and/or restricted to or upon to the said Apartment only. Save and except the said Apartment, no other portion of the said Building and/or said Land shall be encumbered or charged with any liability of mortgage or otherwise against said financial assistance/home loan by the Allottee.

- 17.2 The Allottee hereby expressly agrees that so long as the Entire Purchase Consideration remains unpaid/outstanding and other payments payable under this Agreement, the Allottee subject to the terms hereof shall not sell, transfer, let out and/or deal with the said Apartment and the said Car Parking Space in any manner whatsoever without obtaining prior written permission of the Promoters and the relevant bank/financial institutions which have advanced the loan. The Promoters shall not be liable for any of the acts of emission or commission of the Allottee which are contrary to the terms and conditions governing the loan. It shall be the responsibility of the Allottee to inform the said Society about the lien/charge of such banks/Financial Institutions and the Promoters shall not be liable or responsible in any manner whatsoever.
- 17.3 The Allottee indemnifies and hereby agrees to keep indemnified the Promoters and their Partners from and against all claims, costs, charges, expenses, damages and losses which the Promoters and their Partners may suffer or incur by reason of any action that any bank/Financial Institution may initiate on account of the loan or for the recovery of the loan or any part thereof or on account of any breach by the Allottee of the terms and conditions governing the loan.

(xi) Clause 21 – added portion

The name of the Society shall continue to be '**Neeta Apartment Building No.1 Co-operative Housing Society Ltd.**' The name of the Project to be constructed on said Land shall always be known as "**HS HERITAGE**".

2. 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 21/02/2025. 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 Promoter,
(M/s. H.S. PROPERTY DEVELOPERS)


PARTNER

