

SPACE DEVELOPERS

Room No.12, Ground Floor, Shivdarshan CHS Ltd., Plot No.351,351/1 to 110, Quarry Road, Off LBS Marg,Bhandup (W), Mumbai – 400 078

Date: 16-01-2024

Deviation Report

Document Type: Agreement for Sale

Project Name: **SKY-27**

Project Land: All that piece and parcel of land or ground situate lying and being at Near Mangatram Petrol Pump, Quarry Road, Off. L.B.S Marg, Bhandup (West), Mumbai – 400078 bearing Slum Plot bearing Survey No.69 corresponding C.T.S. Nos. 351, 351/1 to 110 and land bearing CTS No. 575, 575/1 to 9 of Village Kanjur, Taluka Kurla in the Registration District of Mumbai Suburban District.

Promoter Name: M/S SPACE DEVELOPERS

Please find appended below the list of deviations in the Said Agreement for Sale:

A. List of Clauses that have been amended by Promoter in the Model Agreement for Sale is produced hereunder and the same is also highlighted in yellow color in the said Agreement for Sale:

(i) Clause 3 (iii) (Page No.18) – added portion:

The Purchaser/s has/have been informed by the Promoters and is/are aware that notwithstanding what is agreed herein for the use of the car parking spaces, the Purchaser/s may be charged parking fees on such basis as may be decided by the Promoters and the Society at their absolute discretion and the Purchaser/s shall not dispute the same and/or delay payment of such charges

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on any pretext whatsoever.

(ii) Clause 4(Page No.18,19,20) – added portion:

The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser/s the Premises, being the Flat more particularly described in the **Second Schedule** hereunder written, hereinafter referred to as **“the Premises”** and shown in **red hatched lines** on the typical floor plan annexed hereto and marked as **Annexure “5”** with such **Amenities in the said Premises and the Common Amenities** in the Building more particularly mentioned in the **Third Schedule** hereunder written for a total lumpsum consideration more particularly mentioned in the **Fourth Schedule** hereunder written and hereinafter referred to as **“the Consideration”** payable to the Promoters in the manner set out in thereunder written, subject to deducting the TDS @ applicable rate as per the prevalent provisions of the Income Tax Act, 1961 and as amended and TDS certificate on each such installment shall be handed over to the Promoters including the proportionate price of the common areas and facilities appurtenant to the Premises as herein mentioned. The Purchaser/s shall deposit TDS so deducted in the government treasury by furnishing challan-cum-statement in Form No.26 QB to the Director General of Income-tax (System) or to the person authorized by her/him/them in that behalf, within seven (7) days from the end of the month in which the deduction is made, and issue a TDS certificate in Form No.16B to the Promoters within fifteen (15) days from the due date for furnishing the challan-cum-statement in Form No.26QB, after

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generating and downloading the same from the web portal specified by the Director General of Income-tax (System) or the person authorized by him/her/them, so as to enable the Promoters to give credit to the Purchaser/s for the same.

(iii) Clause 4 (Page no.19) – added portion:

In case of the dishonor of any cheque, issued by the Purchaser/s or any of the Purchaser/s, pursuant to this Agreement, for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed' the cheque bouncing charges shall be minimum of Rs. 1000/- (Rupees One Thousand Only) per instance per day of delay, which shall be payable by the Purchaser/s, who issued the cheque in question. The Purchaser/s must also ensure payments of the amount of the cheque in question and the cheque bouncing charges within 15(fifteen) days from the date of the dishonor of the cheque, failing which such cheque dishonoring charges of Rs. 1,000/- (Rupees One Thousand Only) per instance per day of delay shall increase to Rs. 10,000/- (Rupees Ten Thousand Only) per instance per day of delay.

(iv) Clause 5 (Page No.19 & 20) – added portion:

The Purchaser/s is/are fully aware that as per prevalent statute, GST is leviable/applicable on the purchase price payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the Promoters in respect of this transaction, shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s hereby undertake(s) to pay the amount of the GST along with each installment from the effective date and further shall not dispute or object to the

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payment of such statutory dues. The Promoters shall not be bound to accept the payment of any installment unless the same is paid alongwith the amount of GST applicable thereon and the Purchaser/s shall be deemed to have committed default in payment of amount due to the Promoters hereunder, if such payment is not accompanied with the applicable GST amount and/or any other taxes levied thereon etc., Provided Further that, if on account of change/ amendment in the present statute or laws, rules, regulations and policies or enactments of new legislation or new laws by the Central and/or State Government, any other taxes become payable hereafter on the amounts payable by the Purchaser/s to the Promoters in respect of this transaction and/or the aforesaid taxes levied is increased on account of revision by the Authorities, the Purchaser/s shall be solely and exclusively liable to bear and pay the same and the Promoters shall not be liable to pay the same in any manner whatsoever.

(v) Clause 8(Page No.21) – modified / added portion:

The Promoters will be entitled to allot the parking spaces out of the Entitlement of the Promoters (**“the Parking Space”**) for the Purchaser/s of the Premises in the Building.

The Promoters shall be fully entitled and shall have the exclusive right and discretion to allot (for the purposes of use of) the parking space (s) to the Purchaser/s of Premises in the Building in such manner as they deem fit.

Such allotment of a parking vehicles would entitle the Purchaser/s only to an exclusive use of a particular parking space vis-s-vis the Premises and hereinafter referred to as **“the Parking**

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Space” as a limited common area and facility. Any reference to allotment of the Parking Space in this Agreement shall mean the exclusive right of the Purchaser/s to the Parking Space allotted to the Purchaser/s vis-a vis the Premises as limited common area and facility and nothing further and the same shall in no manner be constructed as a sale or disposal of the Parking Space.

The Parking Space allotted to the Purchaser/s vis-a vis the Premises forms an integral part of the Premises and cannot be dealt with separately in isolation from the Premises by the Purchaser/s.

The Purchaser/s is/are aware that similar exclusive usage rights of the respective parking spaces to other purchasers of the Premises shall be granted by the Promoters and that the same shall be binding on the Purchaser/s, his/her/their/its assigns and nominees. The details of the allotment of the Parking will be handed over to the Buildings’ Society as and when the charge is handed over to the Society by the Promoters.

(vi) Clause 26(Page No.40,41,42,43) – added portion:

- (i) To formulate the basis of usage of parking spaces and charges to be levied for such usage as mentioned in this agreement.
- (ii) The Promoters or the Society shall be entitled to decide the terms and conditions and the rate/charge/levy on which the parking of cars shall be allowed. The Purchaser/s agree/s that the Promoters shall have the exclusive right to decide the terms and conditions, rate of parking charges, timing of parking, place of

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parking and subject to availability of space and that the Purchaser/s shall not be entitled to demand any additional car-parking spaces. The Promoters shall further have the right to reserve such number of parking spaces as the Promoters may in their absolute discretion decide to be used for parking of any person or persons or for any particular event without any let, hindrance, demand from the Purchaser/s or through or in under or in trust for the Purchaser/s.

- (iii) the Promoters shall prior to giving the possession of the said Premises to the Purchaser, earmark the areas for purposes of displaying hoarding /advertisements, neon signs, Dish Antenna/s, Relay Station/s for Cellular and satellite communication on the external and internal walls, roofs, top terrace, common corridors, common lifts, staircases, lobbies, entrances, atriums and all the common areas and passage. However the same shall not obstruct ingress and egress of Purchaser/s to the said Premises and/or to the building in which the same is situated. The Promoters shall have full right, absolute authority, and unfettered discretion to sell, transfer, lease and/or grant on leave and license basis and/or other create third party rights in respect thereof and enter into suitable arrangement/s or agreement/s with any person/s in connection therewith and on such terms and conditions as the Promoters deem fit and to receive/collect such contract monies/rents, fees as consideration thereof from such person/parties/allottees. The Promoters shall be entitled to be allotted shares in the Society proposed to be incorporated of the premises or other Premises in respect of such areas. The Promoters shall not be liable to pay any compensation,

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amount or charges whatsoever in respect of the same to the Purchaser/s or such Society and neither the Purchaser/s, nor such Society shall at any time raise any dispute or objection in this regard. It is agreed that the aforesaid rights in favour of the Promoters shall be treated as a covenant running with the land and shall form part of the lease deed when executed in favour of such Society. It is hereby expressly agreed that in case of vertical expansion of the sale building by way of additional floor/s, the Promoters shall be entitled to shift the water tank/s, Dish Antenna/s, Relay Station/s for Cellular and Satellite Communications, etc. either over and above such additional floor/s and/or extension or such other place/s as may be convenient to the Promoters and the Purchaser/s and/or such Society shall not be entitled to raise any objection and/or create any hindrance in respect thereof in any manner whatsoever.

- (iv) The Promoters shall be entitled to become the Member of Society, in respect of all the unsold premises together with the Purchasers of the other premises in the Building known as **"SKY-27"**.
- (v) The Promoters if necessary shall become the member of Society in respect of the rights and benefits conferred on it herein or otherwise as the case may be. If the Promoters transfers, assigns and/or disposes off such rights and benefits at anytime to anybody, the assignees, transferees and/or the Purchaser/s thereof shall become the members of the Society in respect of the rights and benefits. The Purchaser/s herein and the Society will not be entitled to raise any objection to admit such assignees or transferees as the member/s of Society and shall not charge any

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fees or other amounts' therefrom, save and except share money and entrance fee as per the terms and conditions of the Development Agreement.

- (vi) To have a society of the Premises of the Purchasers formed and constituted as contemplated in terms of LOI and Revised LOI or any other approval etc., herein and the Purchaser/s hereby agree/s and undertake/s to become a member of such Society along with the other premises purchaser/s.
- (vii) The power and authority of such society or the Purchaser/s herein and other Purchaser/s shall be subject to the overall power, control and authority of the Promoters in all the matters concerning the sale building/s and other construction on the said Lands, the construction and completion thereof and all amenities pertaining to the same and in particular the Promoters shall have absolute authority and control as regards the unsold premises, etc., and the disposal thereof.
- (ix) At the time of execution of the vesting document in respect of the portion of the said Lands underneath the said sale building/s or the said Lands (excluding the reserved area) and the sale building/s, any rules framed under any relevant statute and/or under any order, notification or ordinance whatsoever and by whatever name called, shall be complied with by the Purchaser/s and/or such society in consultation and co-operation with the Promoters and all costs, charges and expenses, if any that may have to be incurred in connection therewith shall be borne, and paid by the Purchaser/s and/or such society.

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- (x) VIMLA & Co., Advocates and Solicitors of the Promoters shall prepare all deeds, and/or documents inter alia to be executed in pursuance of this agreement.

These terms being of essence and the Purchaser/s being fully aware of its importance, do hereby agree/s the same and the Promoters shall in the interest of all premises/holders in the sale building/s and for the purpose of effective management of the sale building/s it is desirable that the Promoters be vested with these power and authority. The Purchaser/s hereby agree/s and undertake to sign and execute such papers and applications for the formation and registration of the such society and for becoming a member and duly fill in, sign and return to the Promoters within 10 days of the same being forwarded by the Promoters to the Purchaser/s so as to enable the Promoters to form and register such society.

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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 27/11/2023. 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 SPACE DEVELOPERS

Nishee.H.M.

Partner