

Date: 03/02/2024

To,

MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY (MAHARERA)
6TH & 7TH FLOOR, HOUSEFIN BHAVAN, NEAR RBI
E BLOCK, BKC, BANDRA EAST
MUMBAI, MAHARASHTRA 400051

SUBJECT: Covering Letter for Deviation in Agreement For Sale in respect of project named 'Shankheshwar Privia' proposed on 'Plot A' on land bearing old survey no. 4 hissa no. 1a(p) new survey no. 4/1/a/3 situated at Village Kolivali, Taluka Kalyan, District Thane, 421301.

REF: RERA Application Number _____

Sir/Ma'am,

We, the undersigned, have meticulously prepared the Agreement for Sale concerning the 'Shankheshwar Privia' project, addressing the particulars of 'Building Wing A' and 'Building Wing B'. In adherence to project specifications and internal parameters, we have introduced minor modifications to the Model Form of Agreement, mandated by Rule 10(1) of the Maharashtra Real Estate (Regulation and Development) Rules, 2017.

Enclosed herewith is the proposed draft Agreement for Sale, intended for submission to the RERA portal as part of the registration process for the aforementioned project.

We wish to bring to your attention that clauses not highlighted in the draft Agreement for Sale are the ones retained from the Model Form, aligning with the stipulations set forth in the applicable Acts and Rules. Conversely, the clauses highlighted in green represent deviations introduced by us, which we believe are imperative for the project's success.

We earnestly request your esteemed office to consider this draft for the purpose of securing RERA approval and subsequent registration of the 'Shankheshwar Privia' project. We believe that the highlighted deviations are essential for the smooth execution and overall success of the project.

Detailed herewith are the points additionally incorporated by us in the draft Agreement for Sale for your careful consideration:

1.(d) (i) Any Service Tax, Swatch Bharat Cess, Goods and Services Tax ("GST") or any Indirect Taxes, cess, levies (by whatever name called) applicable or levied with retrospective effect, now or in future in respect of these presents and/or the said Premises and/or the Consideration payable hereunder, shall be borne and paid by the Allottee/s solely. The Allottee/s agree/s and declare/s that the Allottee/s shall not claim any further Input Tax Credit for payment of GST. The Allottee/s hereby indemnifies/indemnify and keep/s indemnified the Developer from all costs incurred by the Promoters in respect of all the taxes mentioned above applicable or levied as described in above conditions.

19

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(ii) The Allottee/s is/are solely responsible for deduction, remittance and providing appropriate credit to the Developer, of the applicable TDS (Tax Deducted at Source), if any, in respect of this presents and/or the Total Consideration. The Allottee/s hereby indemnifies/indemnify and keep/s indemnified the Developer against all claims, costs, charges and expenses that may be made against or occasioned to or suffered by the Developer for non-deduction and/or non-remittance of the applicable TDS (if any), by the Allottee/s in respect of this presents and/or the Total Consideration.

1.(I) The Car Parking Space has been reserved by the Promoters for the Allottee/s on the following terms and conditions:

(i) The Allottee(s) acknowledge/s and understand/s that the each tandem/ stack car parking space shall contain 2 or more car park spaces to be shared by 2 or more Flat Allottees/occupants (hereinafter referred to as the "**Mechanical Parking**"). The Allottee(s) is aware that such Mechanical Parking involves or may involve operation of one or more machine/s for parking and removing cars and the same could be time-consuming and the Allottee(s) acknowledge/s that the Allottee(s) has no objection to the same. The Allottee(s) is aware that the Mechanical Parking may also require a valet system by appointment of qualified drivers and parking operators, for ease of parking and removing of vehicles from the parking slots.

(ii) The Allottee(s) shall not park his/her/their car/s at any other place other than specifically designated for the parking of the vehicles of the Allottee(s). The Allottee(s) hereby agree/s and undertake/s that the Allottee(s) shall bear all the costs and expenses of the maintenance of the Mechanical Parking and also keep such valet parking facility at his/her/their costs for parking or removal of cars from the Mechanical Parking, if provided. The Allottee(s) shall not refuse to bear such costs and/or expenses on the ground of non-utilisation of the Mechanical Parking or valet parking facility or on any other ground whatsoever and howsoever arising.

(iii) The Allottee(s) hereby agree/s and confirm/s that the Parking Space/s shall be used for parking of personal light motor vehicles of the Allottee(s) only and the Appurtenant Area shall be used for lawful purposes only and for no other purpose and that no alteration and/or modification and /or construction of any nature shall be carried out in the Parking Space/s and/or Appurtenant Area;

(iv) For the effective management of parking spaces and in order to avoid any later disputes, the Promoters shall earmark at its discretion, parking spaces of the said Building for exclusive use thereof by certain acquirers of flats/premises in the said Building depending on availability, which the allottees agree to accept. The Allottee(s) further agree/s and undertake/s that pursuant to formation and registration of the Proposed Entities in respect of the said Building And admission of the Allottee(s) to the Proposed Entities in respect of the said Building As member/s thereof, the Allottee(s) shall cast his/her/their votes in the first general meeting or shareholders' meeting, as the case may be, of the Proposed Entities in respect of the said Building in favour of approving such car parking earmarking as done by the Promoters so that the respective person/s in whose favour the Promoters has/have earmarked the car parking spaces, will be allotted such respective car parking space/s by the Proposed Entities in respect of the said Building for exclusive use along with rights of transferability in respect thereof.

2

(v) The car parking number shall be identified and intimated to the Allottee/s at the time of handing over of possession of the said parking space. The Allottee(s) herein agree/s and confirm/s that he/she/they shall not raise any objection to the designations/selections/allocations of parking spaces done/to be done by the Promoters for other Allottees and accepts the designation of the Parking Space/s allotted to the Allottee(s) herein.

(vi) That all Annual Maintenance Contract (AMC) charges, Municipal taxes, Electricity Bills, Driver Charges and any other parking related expense accrued to the allotted Parking Space shall be borne by the Allottee.

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The Allottee has explicitly requested to the Promoters that they do not require 4 wheeler stack parking space in the stilt area or in the Podium Parking area as provisioned in the said layout.

(vii) Un-allotted Car Parking Spaces in the said Building, if any, shall continue to remain the property of and remain in possession of the Promoters. As such even after issuance of occupation certificate and conveyance, the un-allotted parking spaces shall remain in exclusive possession of the Promoters. Neither the Society nor any other flat/unit Allottee shall raise any objection in respect of un- allotted parkings. The Promoters alone shall have exclusive right to allot the parkings. It shall be upon the Promoters' discretion to allot/use these un-allotted spaces and till such time these un-allotted spaces shall continue to remain with the Promoters.

7.4.(a) The word defect hereinabove stated shall not mean defects caused by normal wear and tear, negligent use of the said Flat, abnormal fluctuations in the temperatures, abnormal heavy rains, vagaries of nature, Internal Fittings provided therein, etc. 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. In the event of there being any external leakages or external defects to the Building being detected within the above- mentioned period of 5 (five) years, the same shall be rectified by the Promoters. However, any internal repairs inside the said Flat shall be carried out by the Allottee/s at his/her/its/their own costs.

7.4.(b) The liability of the Promoters does not extend to any defects caused by reason of 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.

13. (xii) The Promoters shall have the privilege and right to sell, dispose of 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/s 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. The Allottee/s as well as the said Society shall extend all co-operations to the Promoters and the new Allottee/s in this regard. The Allottee(s) agree(s) and confirm(s) that the Promoters shall not be liable to pay any maintenance or common expenses or outgoings in respect or the unsold Flats in the said building. The Promoters shall,

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however, pay the municipal tax/cess payable to the concerned authority in respect of such unsold Flats.

(xiii) In the event any portion of the said project land or said Larger Land being required by any utility/service provider for installing any electric sub-station/transformer/Building gas bank machinery, plants, buildings, etc., the Promoters shall be entitled to transfer such portion to the said utility/service provider or any other body for such purpose on such terms and conditions as the Promoters deem fit and/or as per requirement of such utility/service provider or as per applicable law/rules/regulations.

14. (xiii) Not to change the position of the sliding windows provided by the Promoters in the Flat by the Flat Allottee(s) and not to change the shape and size of the door frames and French doors and sliding windows section and elevation thereof in the said Flat. The Allottee shall also not change the design, shape, size, section, fitting position, depth of the Gill/Ralling of windows as shown by the Promoters in the said Flat.

17. It is expressly agreed that the Promoters shall be entitled to put the advertising, signage and hoarding rights for advertising in the compound, common areas, Open space and facade of the said Building, hoarding and / or cable network station mobile phone set up or station on the said property or on the building to be constructed on the said property and the said hoardings may be illuminated or comprising of neon sign or such other type or mode as may be designed by the Promoters and for the purpose Promoters are fully authorised to allow temporary or permanent construction or erection in installation either on the exterior or the said building or on the property as the case may be and the Allottee(s) agrees not to object or dispute the same. Necessary covenants, reservations in respect thereto shall be incorporated in the proposed conveyance.

18. The Promoters shall in respect of any amount unpaid by the Allottee(s) under this Agreement, have a first lien and/or charge on the said Premises agreed to be acquired by the Allottee(s). The Promoters shall not be liable and accountable for any payment made by any person for and on behalf of the Allottee(s) towards the consideration / of the flat premises as mentioned in the agreement and all the amounts received from and on behalf of the Allottee(s) will be accounted only in the name of the Allottee(s) herein irrespective of the same being received by any other person for and on behalf of the Allottee(s) herein.

19. The Promoters declare that the Promoters will provide the water connection as made available from the water supply department to the Building and shall not be responsible for any shortage of water supply or delay in grant of water connection by the concerned water supply department. The Promoters shall also not be liable for any loss, damage or delay due to Maharashtra State Electricity Distribution Co. Ltd. causing delay in sanctioning and supplying electricity or due to the Local authority concerned causing delay in giving/supplying permanent water connection or such other service connections within the said premises. On the Promoters offering possession of the said Premises to the Allottee(s), the Allottee(s) shall be liable to bear and pay his/her/their proportionate share in the consumption of electricity and water.

20. It is expressly agreed and confirmed by the Allottee(s) that the terraces which are attached to the respective Flat will be in exclusive possession of the said Allottee(s) of the said Flat and



other Allottee(s) will not in any manner object to the Promoters selling the Flat with an attached terrace with exclusive rights of the said Allottee(s) to use the said terraces.

21. Notwithstanding anything contained anywhere in this agreement, it is specifically agreed between parties hereto that, the promoters herein have decided to name the project "**SHANKHESHWAR PRIVIA**" and Buildings will be denoted by letters or name "**SHANKHESHWAR PRIVIA BUILDING WING A**" and "**SHANKHESHWAR PRIVIA BUILDING WING B**" or as per sanction plan or as decided by the Promoters herein on a Building and at the entrances of the scheme. The allottees/s in the said project/building/s or proposed organization are not entitled to change the aforesaid project name and remove or alter promoter's name board in any circumstances. The name of the co-operative society or limited company or other legal body to be formed, may bear the same name. The name of the building however shall not be changed under any circumstances.

22. INSURANCE BY THE PROMOTERS: The Promoters are required under the Act to have the Building insured by an insurance company. The Allottee/s is aware and acknowledges that this being a new requirement, no insurance company has till date introduced a suitable insurance policy which meets with the requirements of the said Act and the rules made thereunder. The Promoters shall, in accordance with the Act and the Rules, subscribe to insurance policy/policies or product subject to their availability in the insurance sector. However, the Promoters will not be responsible in any manner if suitable insurance product/ policy for the aforementioned is unavailable and/or is available but does not fulfill all the requirements under applicable law.

24.(a) Brochures, Pamphlets, Literature, Marketing Collaterals, showing Gardens, Open Space, Recreation Area or any other details in the said Plans and/ or in the Brochure, Pamphlets or otherwise, are based on Plans approved by the concerned authority/ies. Notwithstanding anything contained under this agreement, in case of any conflict with the details provided in Brochures, Pamphlets, Literature, Marketing Collaterals and/ or Plans and in this Agreement, the provisions of this Agreement shall prevail. The Allottee(s)/s confirms and consents that the Allottee(s)/s have purchased the said Premises solely on the basis of the terms and conditions and representations made in this Agreement and nothing contained in any brochures, pamphlets, literature or any other material shall be binding on either Party and this Agreement supersedes all earlier documents, letters, brochures and/or oral/written representations whatsoever.

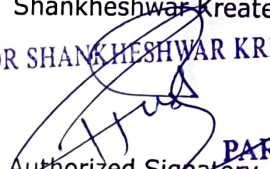
Your understanding and favorable consideration of these deviations will undoubtedly contribute to the seamless progress of the 'Shankheshwar Privia' project.

Thank you for your time and attention to this matter. We remain at your disposal for any further clarifications or information that may be required.

Kinds Regards,

Shankheshwar K creators

FOR SHANKHESHWAR KREATERS


PARTNER
Authorized Signatory