DESAI RESIDENCY PRIVATE LIMITED

Corporate Office : 601, 6th Floor, 'A' wing, Naman Midtown, Senapati Bapat Marg, Next to Indiabulls Finance Centre, Elphinstone Road, Prabhadevi (W), Mumbai- 400013
Tel.: +91 22 2439 9600 - 630 / 2433 0081 - 84
Email : info@sparkdevelopers.in / sales@sparkdevelopers.in / newprojects@sparkdevelopers.in www.sparkdevepoers.in
CIN NO.: U70109MH2018PTC314282

To,
Maha RERA Authority,.
6th floor, Housefin Bhavan,
Plot No C-21, E Block, BKC,
Bandra (E), Mumbai: -400051

Date: - 24/08/2023

Subject: - Deviation Report on Agreement for sale the project named Vidyalankar CHSL FP no 130/A of TPS II of Village Vile Parle, Ram Mandir Road (Malviya Road), Vile Parle (East), Mumbai – 400057.

Deviation Clause

Clause no as per our draft	Actual clause
1.1	All the aforesaid recitals shall form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly. The headings given in the operative section of this Agreement are only for convenience, and are not intended in derogation of RERA.
1.2	Heading given are for reference purpose only and no interpretation should be done based upon the heading.
3.2	**The Allottee(s)/ Purchaser(s) has paid before execution of this Agreement, a sum of Rs._____/-(Rupees _____ only) as advance payment and hereby agrees to pay to the Promoter/ Developer the balance amount of Sale Consideration of Rs._____/- (Rupees _____ Only) in the following manner:**

Sr No.	Task Name	Bifurcation	Merged
1	Booking Amount	10%	30%
2	At the time of Registration	20%	
3	On Completion of Plinth	15%	15%
4	On Completion of 1st Slab	3%	33
5	On Completion of 2nd Slab	3%	
6	On Completion of 3rd Slab	3%	
7	On Completion of 4th Slab	3%	

DESAI RESIDENCY PRIVATE LIMITED MUMBAI

	8	On Completion of 5th Slab	3%	
	9	On Completion of 6th Slab	3%	
	10	On Completion of 7th Slab	3%	
	11	On Completion of 8th Slab	3%	
	12	On Completion of 9th Slab	3%	
	13	On Completion of 10th Slab	3%	
	14	On Completion of 11th Slab	3%	
	15	On Completion of Walls	3%	17
	16	On Completion of External Plaster	3%	
	17	On Completion of Flooring	3%	
	18	On Completion of Doors	3%	
	19	On Completion of Windows	2%	
	20	On Completion of External plumbing	3%	
	21	Possession/Receipt of OC or Completion Certificate	5%	5%
			100%	100%

3.11 The Allottee(s)/ Purchaser(s) is/are further desirous of using for himself/herself ____ parking spaces/slots (as may be determined by the Promoter/ Developer) in the Basement/ Surface / Stilt/ Mechanised/ Tower/ Stack parking in the New Building and/or on the said Land, as the case may be, (**"the said Car Parking Space"**) and the same shall be limited common areas and facilities. Acceding to the aforesaid request of the Allottee(s)/ Purchaser(s), and pursuant to the discussions and negotiations between the Allottee(s)/ Purchaser(s) and the Promoter/ Developer, the Promoter/ Developer has agreed to allot to the Allottee(s)/ Purchaser(s) without any consideration, the right to use the said Car Parking Space for himself/herself/his visitors/guests on the terms and conditions hereinafter appearing. The Allottee(s)/ Purchaser(s) will be bound to abide with the rules and regulations as may be framed in regard to the said car parks by the Promoter/ Developer and/or the Society (as the case may be) and shall pay such outgoings in respect of the said Car Parking

DESAI RESIDENCY PRIVATE LIMITED MUMBAI

	Space as may be levied by the Promoter/ Developer and/or the Society, as the case may be. The Allottee(s)/ Purchaser(s) agrees and confirms that he/she shall not raise any objection to the designations/selections of parking done / to be done by the Promoter/ Developer for himself / herself and for other Allottee(s)/ Purchaser(s) in the said New Building.
3.15	All payments shall be made by way of demand drafts/ pay orders/ account payee cheques/ RTGS/ ECS/ NEFT or any other instrument drawn in favour of / to the account of the Promoter/ Developer set-out in the **Third Schedule** hereunder written. In case of any financing arrangement entered by the Allottee(s)/ Purchaser(s) with any financial institution with respect to the purchase of the said Premises, the Allottee(s)/ Purchaser(s) undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Promoter/ Developer through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of /to the account of the Promoter/ Developer more particularly mentioned in the Third Schedule hereunder written. Any payments made in favour of / to any other account other than as mentioned in the Third Schedule shall not be treated as payment towards the said Premises. The Allottee(s)/ Purchaser(s) shall satisfy the Promoter/ Developer either through its banker's commitment or in such other manner as shall be determined by the Promoter/ Developer with regard to the security for the payment of each installment of the Sale Consideration. The Promoter/ Developer shall be entitled to change the account (as set-out in the Third Schedule) by giving a written notice to the Allottee(s)/ Purchaser(s) to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee(s)/ Purchaser(s) and/or the aforesaid financial institution in such new account.
3.16	The Allottee(s)/ Purchaser(s) is aware that the Allottee(s)/ Purchaser(s) is required to deduct tax at source in accordance with the applicable rates as per the Income Tax Act, 1961 and Rules made thereunder and the Allottee(s)/ Purchaser(s) shall comply with the same and all the other provisions of the Income Tax Act and Rules made thereunder including but not limited to filing of relevant Forms and returns. The Allottee(s)/ Purchaser(s) shall issue TDS Challan and TDS Certificate to the developer within the period as provided under Income Tax Act and in the event of not sharing such TDS Challan and TDS Certificate or TDS

DESAI RESIDENCY PRIVATE LIMITED MUMBAI

	Certificate without correct details of payment or year of payment, the Allottee(s)/ Purchaser(s) shall be liable to make payment to the extent of such amount to the Promoter/ Developer.
4.1	The Allottee(s)/ Purchaser(s) hereby agrees, accepts and confirms that the Promoter/ Developer proposes to develop the Real Estate Project (including by utilization of the full development potential) in the manner more particularly detailed at Recital 15 above and Allottee(s)/ Purchaser(s) has agreed to purchase the said Premises based on the unfettered and vested rights of the Promoter/ Developer in this regard.
5.8	On the termination and cancellation of this Agreement in the manner as stated in Clause 5.7 above: i. The Promoter/ Developer will be entitled to forfeit the following amounts ("**Forfeiture Amount**") as cancellation charges which the Allottee(s)/ Purchaser(s) agree, confirm and ack penalty an amount equivalent to 10% (ten per cent) of the Sale Consideration together with applicable taxes thereon GST, unpaid interest, penalties, and amount of brokerage, if any paid. ii. The Promoter/ Developer will refund the balance, if any, without interest only after deducting and/or adjusting from the balance amounts, any other amount due and payable by the Allottee(s)/ Purchaser(s) and/or paid by the Promoter/ Developer in respect of the Sale Consideration. iii. The Allottee(s)/ Purchaser(s) shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against the Promoter/ Developer or in respect of the said Premises or the Aggregate Areas or the said Car Parking Space or any part thereof or the Common Areas and Facilities and limited common areas and every part thereof and the Promoter/ Developer shall be entitled to deal with and dispose of same to any other person/s as the Promoter/ Developer deems fit in its sole and absolute discretion without any further act or consent from the Allottee(s)/ Purchaser(s) and/or any notice or reference to the Allottee(s)/ Purchaser(s).
7	7.1 The Promoter/ Developer has the right to enter into contract with any third party / agency for the purpose of maintenance and upkeep of the said Land / the said New Building, such decision shall be final and binding until the Society Transfer Document in respect of the said Land is executed in favour of the Society. Thereafter, subject to the provisions of the Clause 7.3 below the Society shall be entitled to undertake the maintenance of the said

DESAI RESIDENCY PRIVATE LIMITED MUMBAI

	Land / the said New Building or any part thereof in the manner it was handed over save and except normal wear and tear thereof. The Society, shall create and maintain a Sinking Fund for the purpose of maintenance and if the Society, commits default, the Promoter/ Developer shall have a right to rectify the default and recover the expenses from the Society. The Promoter/ Developer may also formulate the rules, regulations and bye-laws for the maintenance and upkeep of the said New Building and /or the said Land and the Allottee(s)/ Purchaser(s) hereby agree and undertake to abide and follow and not to deviate from any of the provisions of such rules, regulations and bye-laws. 7.2 The Promoter/ Developer shall have the right to designate any space on the said New Building or any part thereof to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the said New Building. The Promoter/ Developer shall also be entitled to designate any space on the said Land and/or in the terrace of the said New Building to such utility provider either on leave and license or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said New Building. 7.3 Notwithstanding any other provision of this Agreement, the Promoter/ Developer has right to and shall be entitled to nominate any person ("Facility Manager") to manage the operation and maintenance of the said New Building, common amenities and facilities on the said Land after the completion of the development of the said Land. The Promoter/ Developer has the authority and discretion to negotiate with such Facility Manager and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. The cost incurred in appointing and operating the Facility Manager shall be borne and paid by the residents/ Allottee(s)/ Purchaser(s) / occupiers of the flats in the manner as may be determined by the Facility Manager and/or the Promoter/ Developer, as part of the development and common infrastructure charges referred to herein in accordance with the term of this Agreement. Such charges may vary and the Allottee(s)/ Purchaser(s) agrees that it shall not raise any dispute regarding the appointment of any such Facility Manager by the Promoter/ Developer or towards the maintenance charges determined by such agency and/or the Promoter/ Developer. It is agreed and understood by the Allottee(s)/ Purchaser(s) that the cost of maintenance of the said

DESAI RESIDENCY PRIVATE LIMITED MUMBAI

	New Building shall be borne and paid by the Allottee(s)/ Purchaser(s) of the flats in the said New Building alone. 7.4 The Allottee(s)/ Purchaser(s) agrees to abide by any and all terms, conditions, rules and/or regulations that may be imposed by the Promoter/ Developer and/or the Facility Manager, including without limitation, payment of the Allottee(s)/ Purchaser(s)' (save and except allottees of the shops) share of the service charges that may become payable with respect to the operation and maintenance of the Common Areas and Facilities of the said Land and the said New Building constructed thereon.
9.7	It is abundantly made clear to the Allottee(s)/ Purchaser(s) who is or may become a non-resident/foreign national of Indian Origin during the subsistence of this Agreement, that in respect of all remittances, acquisitions/transfer of the said Premises, it shall be his/her/their/its sole responsibility to comply with the provisions of the 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 from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee(s)/ Purchaser(s) understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter/ Developer accepts no responsibility in this regard and the Allottee(s)/ Purchaser(s) agrees to indemnify and keep the Promoter/ Developer indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

M/s. Desai Residency Private Limited

DESAI RESIDENCY PRIVATE LIMITED MUMBAI

Director
(Dr. Ajay D. Desai)