SIDDHI SUPREME BUILDCON LLP

117, E-SQUARE, Sahar Road, Vile Parle (East), Mumbai 400 057.

Date: 08/08/2023

Deviation Report

Document Type: Agreement for Sale

Project Name: **"SIDDHI GREENS"** the project by **SIDDHI SUPREME BUILDCON LLP**

Project Land: All that piece and parcel of land situate, lying and being at Natwar Nagar, Road No.1, Hindu Friends Society, Jogeshwari (East), Mumbai- 400 060, bearing Plot No.33 corresponding C.T.S. No.66, 66/1 to 4 of Village Ismalia and admeasuring 905.70 sq. meters or thereabouts

Promoter Name: **SIDDHI SUPREME BUILDCON LLP**

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) – added:

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 puzzle/stack pit mechanized 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 on any pretext whatsoever.

(iii) Clause 4 – added:

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 – added:

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 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

Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of liquidated damages and/or any other amount including but not limited to brokerage charges, GST, interest payable for delay payment etc., which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the said Premises which may till then have been paid by the Allottee to the Promoter.

(vi) Clause 9 – added:

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 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.

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. 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 SIDDHI SUPREME BUILDCON LLP

Authorised Signatory

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.

(vii) Clause 21– added:

The Promoters shall be entitled to enter into agreements with other Purchaser/s in respect of unsold premises forming part of their respective allocations/entitlement for any other permissible user in that behalf in such manner and on such terms and conditions as they may deem fit without affecting or prejudicing the rights of the Purchaser/s in the Premises and the Promoters shall pay only property tax in respect of the unsold premises and the Promoters shall not be liable to pay any general maintenance in respect thereof to the Society nor the Purchasers shall object for the same on any ground whatsoever.

(viii) Clause 23 – added:

The Purchaser/s is/are aware that the Promoters may either themselves and/or through their purchaser/s and/or nominees or any of them jointly and/or separately give the unsold premises on leave and licence and/or lease basis to any other party on such terms and conditions as they may deem fit and such leave and licence/lease or other writings shall be binding on the Purchaser/s and the Purchaser/s shall not object on any ground whatsoever.

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 – added:

On the Purchaser/s committing three defaults on the due dates in respect of payment of any installment of the amounts due and payable by the Purchaser/s to the Promoters under this Agreement (including non-payment of GST etc., levied under the relevant statutes) and upon the Purchaser/s committing breach of any of the terms and conditions herein contained, the Promoters shall be entitled at their own option to terminate this Agreement.

Provided always that the power of termination herein before contained shall not be exercised by the Promoters, unless and until the Promoters shall have given to the Purchaser/s' 15 (fifteen) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which they have intended to terminate the Agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within 15 (fifteen) days after receipt of such notice.

(ii) Clause 4 – added:

The Purchaser/s hereby agree/s to purchase from the Promoters and the Promoters hereby agree to sell to the Purchaser/s the Premises, 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 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.