201, Sai Plaza, Jawahar Road,
Opp. Ghatkopar Railway Station, Ghatkopar (E),
Mumbai - 400077. Tel. : 022 2501 1199/ 2501 1750
Email. : shreesai@hotmail.com

SHREE SAI
ENTERPRISES

Date: 10th August 2023

To,
MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY
'A' Wing, Slum Rehabilitation Authority Building,
Prof. Anant Kanekar Road, Bandra (East),
Mumbai 400051.

Subject: Deviation Report with respect to Model Draft of Sale Agreement of the Real Estate Project known as Sai Twin Towers of M/S Shree Sai Enterprises situated at Plot No. 29, C.T.S NO.5951, MAHESHWAR NAGAR, Building No .1 and 2 Situated at Tilak Road, Ghatkopar East, Mumbai-400077.

Deviation Letteer with respect to Model Draft of Agreement

Name of the Promoter: M/s. Shree Sai Enterprises situated at 201 Sai Plaza, Jawahar Road, Opp. Ghatkopar Railway Station, Ghatkopar (East), Mumbai – 400077.

Details of the Project Land: Sai Twin Towers situated at Plot No. 29, C.T.S NO.5951, MAHESHWAR NAGAR, Building No .1 and 2 Situated at Tilak Road, Ghatkopar East, Mumbai-400077 admeasuring 3544.44 sq mts.

We are aware that the Agreement should be as per Annexure A provided under Maha RERA Rule 10(1) of the Rule 4.

Below are the points that are deviated in the Agreement Draft on Page no: 12,13,17,18,20,22 and 25.

Page No:	Clause No:	Deviated Clause
12	2(b)(ii)	The balance amount Rs._____ (Rupees _____ _____ Only) out of the total sale consideration shall be paid by the Allottee/s to the Promoters (subject to Deduction of Tax at Source [TDS] as per the provisions of the Income Tax Act, 1961, if applicable) as under
13	3	The Allottee/s shall also be liable to bear and pay/reimburse the GST and all other taxes applicable on purchase of the said Premises. The Allottee/s agree/s to indemnify and keep indemnified the Promoters against the payment of GST, penalty, losses, cost and consequences which may be incurred or suffered by the Promoters on account of any type of recovery proceedings for recovery of GST or any other such taxes as applicable, which may be initiated against the Promoters for construction/sale of the said Premises.

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13	4	It is agreed that the Allottee/s shall pay Education Tax, Cess and other taxes and further it is also agreed that in accordance with Section 194-IA of the Income Tax Act, 1961 (as amended by Finance Act, 2013) the said consideration amount or instalment thereof, is payable by the Allottee/s after deducting the applicable TDS by depositing the same in the government treasury through electronic payment in any of the authorized banks and in the manner as specified under the Act. After making the payment of TDS as statutorily required and as agreed herein, the Allottee/s shall produce to the Promoters the TDS Certificate in Form 16B evidencing the payment of respective TDS made by the Allottee/s within 21 (twenty one) days of making such payment. It is hereby clarified that the payment of TDS is the liability of the Allottee/s under the Income Tax Act, 1961 and in the event of the failure of the Allottee/s to pay the same, the Allottee/s alone shall be liable and responsible for interest, penalty and/or any other consequences under the Act.
17	15	The Promoters, upon obtaining the occupation certificate from the Competent Authority/concerned local authority and the payment made by the Allottee/s as per the agreement shall offer in writing the possession of the said Premises, to the Allottee/s in terms of this Agreement to be taken within 3 (Three) months from the date of issue of such notice (**'Notice of Possession'**). The Promoter agree to indemnify the Allotee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on the part of the Promoters. The Allottee/s shall be liable to bear and pay the maintenance, taxes and other outgoings in respect of the said Premises on the expiry of 15 (Fifteen) days of receipt of the Notice of Possession whether the Allottee/s has taken possession of the said Premises or not. The Promoters agree and undertake to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoters. The Allottee/s agree/s to pay the maintenance charges as determined by the Promoters or association of purchasers, as the case may be. The Promoters on their behalf shall offer the possession to the Allottee/s in writing within 7 (seven) days of receiving permission for occupation of the said Premises.
18	17	**PROVIDED HOWEVER THAT** if the Allottee/s and other purchasers of premises have not maintained their respective premises in good order and condition and have done any

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		alterations/changes/act or omitted to do any act which has contributed to or caused such defects then the Promoters shall not be liable either to rectify such defects or compensate the Allottee/s in any manner whatsoever. It is hereby clarified that the warranty on Lifts, Mechanized Parking and Fire Fighting Equipment shall be provided by the agencies/manufacturers and the Promoters shall not be liable for any defect and maintenance of the same.
18	20	The Promoters shall within 3 (Three) months after registration of the Society or Association or Limited Company, as aforesaid and after issuance of the Occupancy Certificate to the new building, cause to be transferred to the Society or Limited Company all the right, title and the interest of the Promoters in the said Land and the said Building.
20		It is hereby expressly clarified, agreed and understood that in event of there being any increase in the amounts mentioned in this Clause, and/or any other amounts/Deposits, which are not referred to therein become payable, for any reason, then the Allottee/s shall be liable to bear and pay the same within 15 (Fifteen) Days from receipt of the Promoters' written intimation in this regard.
20	24	The Promoters alone will be entitled to the refund of the municipal and other taxes, cesses, assessments and levies on account of the vacancy of the unsold premises in the said Building which are not sold and disposed off.
22	25(xii)	After formation of the common organization such as Co-operative Society or association or Company and after obtaining Occupation Certificate in respect of the commercial sale building, if there are any unsold commercial offices/shops in the said commercial sale building, the Promoters shall not be liable to pay the maintenance charges in respect of such unsold commercial offices/shops for a period of 6 months (except the municipal property taxes to the MCGM).
25	29	The Promoters have proposed FSI of _____ out of which the Promoters have consumed _____ the Promoters will make additions, alterations, to raise additional storeys or structures at any time as may be permitted by concerned authorities by using balance FSI that may be available now or in future or by bringing in Transferable Development Rights

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		(TDR) from outside on to the said Land and such additions, alterations and additional structures or storeys shall be the sole property of the Promoters who shall be entitled to deal with or dispose of it in any manner that they may deem fit. the Promoters shall make sure that the structure/s is complete and fit for occupation in all respects and for the aforesaid purpose the Promoters shall be entitled to utilise and/or make connection from all water pipe-lines and storage tanks, sewerage and drainage pipe-lines, electric cables and electric lines and other convenience and amenities to the said additional storeys or structures which may be constructed by the Promoters.
25	30	The Promoters have informed and the Allottee/s is/are aware that the Promoters are planning to put up additional floors or additional construction on the said Building/Land in future other than the construction plans for which have already been sanctioned. The Promoters have informed the Allottee/s that they shall put up further plans for sanctioning by the MCGM/Concerned Authority for construction of additional floors or additional buildings on the said Land.

This Deviation Report is issued for Registration under MahaRERA Act 2016

Thank You,

For Shree Sai Enterprises

SHREE SAI ENTERPRISES MUMBAI

Partner

(Mr. Leebin S. Muthathyan)