space dynamics PVT. LTD.

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

Date :- 29/08/2023

Subject:- Deviation Report on Agreement for sale the project named NEW ASHWIN CHSL F.P. NO. 253 OF TPS III, BORIVALI, C.T.S. NO. 333A/1 OF VILLAGE BORIVALI, SITUATED AT BABHAI ,BORIVALI (WEST), MUMBAI – 400092.

Deviation Clause

Clause no as per our draft	Actual clause
1	1. It is agreed between the parties hereto that the recitals contained hereinabove, the schedules and annexure, shall form an integral part of this agreement as if the same were set out and incorporated herein verbatim.
3	3. The Allottees/Purchasers has agreed to purchase from the Promoters/Developers and the Promoters/Developers has agreed to sell to the Allottees/Purchasers, Flat bearing **Flat No.**_____ on the _____ **Floor** area admeasuring _____ **Sq. Ft. Carpet** equvalient to _____ **Sq. Ft. RERA Carpet** along with _____ **Car Parking** in the building know as New Ashwin Co-op. Hsg. Soc. Ltd., situated at Plot No.222-223, New F.P. No.253, of Village – Borivlai, Taluka – Borivali lying and situated at TPS III, 51st TPS Road, Babhai, Borivali (West), Mumbai 400 091, to be constructed as per the Floor Plan annexed hereto and marked as annexure in these presents (hereinafter

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referred to as the **"said Flat"**) more particularly described in the Second Scheduled hereunder written at or for the sale consideration of **Rs.** _____ **/- (Rupees** _____ **Only)**. The Allottees/Purchasers has paid on or before execution of this agreement a sum of **Rs.** _____ **/- (Rupees** _____ _____ **Only)** **{10 % of Total consideration}** as advance payment of which carpet is annexed hereto and hereby agreed to pay to the Promoters/Developers the balance amount of **Rs.** _____ **/- (Rupees** _____ _____ **Only)** in the following manner;-

a) **Rs.**_____**/- {10 % of Total consideration}** shall be payable on or before execution of these presets, the receipt whereof the Promoters/Developers doth hereby admit and acknowledge.

b) **Rs.**_____**/- {20 % of Total consideration}** shall be payable on or before execution and Registration of these presets, the receipt whereof the Promoters/Developers doth hereby admit and acknowledge.

c) **Rs.**_____**/- {15 % of Total consideration}** shall be payable upon completion of the **Plinth**.

	d) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **1st** Slab. e) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **2nd** Slab. f) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **3rd** Slab. g) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **4th** Slab. h) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **5th** Slab. i) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **6th** Slab. j) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **7th** Slab. k) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **8th** Slab. l) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **9th** Slab. m) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **10th** Slab. n) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **11th** Slab. o) **Rs._____/- {3 % of Total consideration}** shall be payable upon completion of **12th** Slab.

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p) **Rs._____/- {19 % of Total consideration}** out of entire agreed sale proceeds consideration shall be payable on or before receipt of Physical possession of said Flat.

q) The Sale Proceeds consideration shall be subject to TDS as may be required under the prevailing laws while making any payment to the Promoters/Developers under this Agreement and the Sale Proceeds Consideration is exclusive of applicable taxes like service Tax, Vat, Cess, GST, etc. which shall be borne by the Allottees/Purchasers alone only. The Allottees/Purchasers hereby specifically agrees and undertakes to pay the Goods and Service Tax as applicable on the amount of each of the instalment of the consideration as payable in respect of the said Flat under this agreement for sale of the said Flat upon execution hereof alongwith the payments of each instalment.

s) For the purpose of this Agreement, occupancy certificate will mean (i) Compliance of all conditions of the Occupancy Certificate, (ii) Compliance of the fire safety norms and (iii) the essential supplies / connections such as permanent water supply and electricity connection and the rights to use in common with the other occupants of the Building the common

	amenities contained in Annexure annexed hereto. For the Purpose of this Agreement, the said Acceptable condition shall mean that the Flat is in a state of being inhabited in all respects with compliance of procurement of occupancy Certificate in the manner stated above.
5	**APPROVALS:** The Promoters/Developers hereby agrees to observe, perform and comply with all the terms, conditions, stipulation and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Flat to the Allottees/Purchasers, obtained from the concerned local authority occupancy and/or completion certificate in respect of the Flat.
7	**FSI/TDR:** The Promoters/Developers hereby declare that the Floor Space Index available as on date in respect of the said property is 1138.80 Sq. Mts. only and the Promoters/Developers has planned to utilize Floor Space Index by availing of TDR or FSI available on payments of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increase FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said project. The Promoters/Developers has

	disclosed the Floor Space Index as proposed to be utilized by it on the Project Land in the said Project and Allottees/Purchasers has agreed to purchased the said Flat based on the proposed construction and sale of Flats to be carried out by the Promoters/Developers by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters/Developers only.
9	It is agreed between the parties hereto that the Promoters/Developers shall be entitled to exploit, use and utilize the entire present FSI and also future FSI including any increase in FSI in future and any other FSI available in respect of the said Property. It is further agreed between the parties hereto that the Promoters/Developers herein shall own, use, use by amalgamation with other adjoining plots and sell and /or dispose off the balance FSI and /or any future FSI so increased under DCR to such person/s as the Promoters/Developers deems fit and the Promoters/ Developers shall be entitle to constructed / make / addition as per the said increased FSI. The Allottees/Purchasers hereby gives express approval and agrees and undertakes that the Allottees/Purchasers shall not raise any objection against the Promoters/Developers for making such additional construction on any grounds whatsoever and also agrees and undertakes to extend all the facilities/Co -operation to the Promoters/Developers till receipt of Full Occupation Certificate or physical possession of the said Flat and upon recept of Occupaiton Certificate or physical possession occupied by the Allottee – Purchaser, then thereafter the The Promoter /Developers shall not

	entiled to consumed or additional benefit if any generated on the said Porperty and the Allottees/Purchasers shall not be entitled to claim any rebate in price or any other advantage from Promoters/Developers, on account of Promoters/ Developers making additional construction with the use of such additional increased FSI.
10	The Promoters/Developers alone will be entitled to all FSI including residual / balance Floor space index and /or increase thereof for any reason whatsoever in respect of the said Property and /or part or parts thereof and utilization of any further or other FSI including TDR, FSI and / or compensatory fungible FSI on the said land as permissible under the DC Rules and Regulations, state and /or authorities from time to time.
14	**FIT OUT WORKS** In the event, the Allottees/Purchasers desires to enter upon the said Flat for carrying out fit outs, interior work, designing and planning (Fit-out Works) in the Flat, before the Promoters/Developers offers possession in accordance with clause 12 herein, they shall provide a written intimation to the Promoters/Developers of his/her/their intention to do so. The Promoters/Developers shall permit the Allottees/Purchasers, provided the Allottees/ Purchasers has paid all the amounts as due till then, under this Agreement and has complied with the terms and conditions of this Agreement.
17	**FORMATION OF ASSOCIATION:**

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	The Allottees/Purchasers along with other Allottees/ Purchasers (s) of Flat in the building from time to time sign and execute the application for membership and the other papers and documents necessary for becoming a member of the said Society, including the Bye-laws of the proposed Society and duly fill in, sign and return to the Promoters/Developers within seven days of the same being forwarded by the Promoters/Developers to the Allottees/Purchasers, so as to enable the Promoters/ Developers to forward the application of the Allottees/ Purchasers to become member of the said Society. No Objection shall be taken by the Allottees/Purchasers if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Article of Association, as may be required by the Registered of Co-operative Societies or the Registrar of Companies, as the case may be or any other Competent Authority.
18	**TRANSFER OF TITLE:** i. The Title and the interest of the Original owner and /or the owners in the said Property in which the said Flat is situated belongs to the Society.

For M/S MP SPACE DYNAMICS PRIVATE LIMITED

FOR MP SPACE DYNAMICS PVT. LTD.

DIRECTOR

Manoj Patankar - Director

Date - 31/08/2023

MP SPACE DYNAMICS PVT LTD MULUND (E) MUMBAI-81

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