SAYBA GROUP

STAR RISE

To,

Maha RERA Authority,

6th floor, Housefin Bhavan,

Plot No C-21, E Block, BKC,

Bandra (E), Mumbai:-400051

Date :- 24/06/2023

Subject:- Deviation Report on Agreement for sale the project named SAYBA ORCHID C.T.S NO 12 (pt) of VILLAGE KURLA - III, AT NEHRU NAGAR, KURLA (EAST), MUMBAI – 400024.

Deviation Clause

Clause no as per our draft	Actual clause
1(d)	(i) The Sale Consideration and Other Charges, maintenance and outgoings as agreed herein are exclusive of all taxes, duties and cess including but not limited to Goods and Service Tax, Property Tax, Swachh Bharat Cess, local body tax and/or any other direct or indirect taxes which may be levied, in connection with the construction of and carrying out of the Project and/or with respect to the said Apartment and/or Parking Space/s (if applicable) and/or this Agreement and amounts payable by the Allottee/s in respect of the said Apartment and/or Parking Space/s (if applicable) towards legal charges, maintenance charges of the Project and for such facilities/infrastructure forming part of the Project, society formation and share application money or any other charges as agreed in this Agreement. It is clarified that all such taxes, levies, duties, cesses (whether applicable / payable now or which may become applicable/payable in future) including Goods and Service Tax and all other applicable indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction

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	contemplated herein and/or in relation to the said Apartment and/or Parking Space/s (if applicable) or on this instrument, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof. The Allottee/s shall also fully reimburse the expenses that may be incurred by Promoter consequential upon any legal proceedings that may be instituted by the concerned authority/ies against Promoter or by Promoter against any authority/ies or third party on account of such liability arising out of non-payment of the aforesaid amounts/ taxes by the Allottee /s. (ii) It is further agreed that if by reason of any enactment, amendment, notification, judicial pronouncement or for any other reason, this transaction or this Agreement attracts any other or additional taxes, duties, levies and cess, whether before or after the possession of the said Apartment is handed over to the Allottee/s, the Allottee/s alone shall bear and pay the same to the Promoter or such concerned authority forthwith on demand and the Promoter shall not be liable for payment of any taxes, duties, levies and cess in connection with or arising out of this transaction/ Agreement or any other instrument in connection herewith. The Allottee/s shall at all times hereafter keep the Promoter indemnified, saved and harmless against all losses, damages, penalties, fines, interest, cost of litigation and all consequences arising on account of non-payment of taxes as agreed herein.
1(h)	The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner including the following: (i) Towards Cheque Dishonour Charges in case of dishonour of any Cheque issued by the Allottee/s. (ii) Towards Interest due as on the date of payment; (iii) Towards costs and charges for enforcement of this Agreement and to recover total consideration, all taxes, dues payable as envisaged under this Agreement, any administrative and legal expenses incurred by the Promoter due to delay in payment on the part of Allottee/s and consequential action requited required to be undertaken by the Promoter; (iv) Towards outstanding dues including total consideration amount in respect of the Apartment alongwith covered Parking (if applicable) under this Agreement. Under any circumstances, no express intimation or communication by the Allottee/s, with regard to appropriation of the payments made hereunder

	shall be valid or binding upon the Promoter.
1(i)	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 set out in the **Third Schedule** hereunder written. The cheques issued by the Allottee/s in favour of the Promoter are subject to realisation. In case of any financing arrangement entered by the Allottee/s with any bank/financial institution with respect to the purchase of the said Apartment (alongwith covered Parking, if applicable), the Allottee/s undertake/s to direct and ensure that such bank/financial institution disburse / pay all such amounts due and payable to the Promoter through RTGS / ECS / NEFT / account payee cheque / demand draft / pay order drawn in favour of /to the account of the Promoter 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 Sale Consideration in respect of the said Apartment (alongwith covered Parking, if applicable). The Promoter shall be entitled to change the account (as set out in the **Third Schedule**) by giving a written intimation to the Allottee/s to that effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid bank/financial institution in such new account.
1(j)	Further, the Allottee/s or the financial institution making payment of Sale Consideration or part thereof is responsible to deduct tax by way of Tax Deducted at Source (TDS) under section 194-IA of the Income Tax Act, 1961 at the rate applicable from time to time and deposit the same to the credit of Central Government and shall furnish Challan to the Promoter evidencing deposit of applicable TDS and shall issue TDS Certificate(s) in favour of the Promoter in the prescribed form for the same within the statutory period. In the event of any error committed while deducting TDS or in E-filing, the same shall be rectified by the Allottee/s/financial institution within a period of 30 (thirty) days from the said error being brought to the Allottee/s/financial institution's notice. The Credit for the TDS amount deposited by the Allottee/s/financial institution will be given to the Allottee/s only upon receipt of the Challan evidencing deposit of TDS and Original TDS Certificate and only if the amount mentioned therein matches with the amount appearing in the Income Tax Department website. In the event, the Allottee/s fail/s to produce the Challans as aforesaid and Original TDS Certificates for all the payments made by the Allottee/s before taking possession of the said Apartment (alongwith covered parking, if applicable) or within the time prescribed in the Possession Notice, whichever is earlier, the Allottee/s will be required to deposit with the Promoter such equivalent TDS amount as interest free deposit, which deposit shall be refunded by Promoter to the Allottee/s only upon the Allottee/s furnishing the TDS Certificate within one month from the date of handing over possession of the

	said Apartment. In case the Allottee/s fail/s to handover all the original TDS Certificates within the stipulated period of one month from the date of handing over or within the period stipulated in the Possession Notice, whichever is earlier, the Promoter shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from the Allottee/s. The Allottee/s shall also be liable for all costs, expenses, penalties and interest as may be suffered by the Promoter on account of delay in furnishing the TDS certificate or otherwise. The Allottee/s hereby indemnifies the Promoter from all such costs, expenses, penalties, interest, losses and damages as may be suffered by the Promoter. The Allottee/s agree/s and confirm/s that in the event of delay/default in making payment of the GST and TDS or any such taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any amounts received from the Allottee/s and the Allottee/s shall forthwith pay the balance amount due and payable by the Allottee/s to the Promoter.
4.2	4.2 Without prejudice to the right of the Promoter to charge interest at the Interest Rate and any other rights and remedies available to the Promoter, in the event of the Allottee/s committing default in payment on due date of any amount due and payable by the Allottee/s to the Promoter under this Agreement (including but not limited to his/her/its proportionate share of property taxes levied by concerned local authority, other charges, direct or indirect taxes, maintenance and outgoings etc.,) and on the Allottee/s committing three defaults of payment of instalments or breach of any of the provisions of this Agreement, the same shall constitute an event of default on the part of the Allottee/s ("**Event of Default**"). (i) Upon occurrence of an Event of Default, the Promoter shall be entitled at its own option and discretion, to terminate this Agreement, without any reference to the Allottee/s; Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by Courier or Registered Post A.D. or Email at the address provided by the Allottee/s, of its intention to terminate this Agreement with details of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. (ii) If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoter within the period of the Default Notice, including making full and final payment of any outstanding dues together with the interest at the Interest Rate thereon, then at the end of the Default

	Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s ("**Promoter's Termination Notice**"), by Courier or Registered Post A.D. or Email at the address provided by the Allottee/s. (iii) The Allottee/s agree/s not to do or cause to be done by any party known to him/her/them any act, deed or thing or behave inappropriately or correspond or communicate in any manner that would in any manner affect or prejudice or defame the said Building/ Project or the Promoter or its Directors or Representatives. In the event the Allottee/s does/commits or cause to be done any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to terminate this Agreement by addressing Promoter's Termination notice in the manner provided in the present Agreement. (iv) On the issuance of the Promoter's Termination Notice, this Agreement shall stand terminated and cancelled and the Allottee/s shall cease to have any right, title and / or interest in the said Apartment and / or the Car Parking Slot/s (if applicable), with effect from the date of expiry of the Promoter's Termination Notice. Thereupon, the Promoter shall be entitled to (i) deal with and/or dispose of or alienate the said Apartment and assign the Car Parking Slot/s, if any, in the manner as the Promoter may deem fit without any reference to the Allottee/s; and (ii) the Promoter shall be entitled to deduct from the Sale Consideration paid by the Allottee/s the following ("**the said Deductions**") (a) pre-quantified and agreed liquidated damages equivalent to 9.9% (Nine point Nine percent) of the Sale Consideration ("**Pre-Quantified Liquidated Damages**") and any losses that may be caused to or suffered by the Promoter (b) brokerage, if any, paid to channel partner/agent (c) all other unpaid taxes and outgoings in respect of the said Apartment and Parking, if any, up to the date of the Promoter's Termination Notice, (d) the amount of interest payable by the Allottee/s on account of default committed by him/her/them (e) amount of stamp duty and registration charges and expenses incidental thereto on the deed of cancellation (f) in case the Allottee/s has/have opted for subvention scheme, the total amount of Pre-EMI interest paid and /or payable by the Promoter (in its discretion), if any, to the lending Bank/Financial Institution (g) any amount/ interest reimbursed by Promoter to the Allottee/s; (h) in case the Allottee/s has/have availed any loan then all amounts disbursed by the lending Bank/Financial Institution to the Promoter, which amounts may be refunded by the Promoter (in its discretion), if any, to such lending Bank/Financial Institution directly and the Allottee/s authorizes the