SHREE SAI REALTORS

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Date: 5th January 2024

TO

Maharashtra Real Estate Regulatory Authority
3rd to 9th floor, Housefin Bhavan,
Plot No. C - 21, E - Block,
Bandra Kurla Complex,
Bandra (E), Mumbai 400051.

Subject: Deviation Report with respect to Model Draft of Sale Agreement of the Real Estate Project "Sai Shankar" situated at Final Plot No. 19 & 20 Shankar Chhaya Co-Op. Housing Society Ltd. at M. G. Road, Sindhu Wadi, Rajawadi Ghatkopar-East, Mumbai-400077 & Kailas Kiran No.2, Co-Op. Housing Soc. Ltd. at Tilak Road, Opp. Sindhu Bhaug, Ghatkopar (East) , Mumbai-400077

Deviation Letter with respect to Model Draft of Sale Agreement

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

Details of the Project: "Sai Shankar" situated at Final Plot No. 19 & 20 Shankar Chhaya Co-Op. Housing Society Ltd. at M. G. Road, Sindhu Wadi, Rajawadi Ghatkopar-East, Mumbai-400077 & Kailas Kiran No.2, Co-Op. Housing Soc. Ltd. at Tilak Road, Opp. Sindhu Bhaug, Ghatkopar (East) , Mumbai-400077

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 on the Agreement Draft:

Page No	Clause No	Deviated Clause
13	3	The Total Price above payable by the Allottee/s to the Promoters for allotment of the said Premises excludes Taxes consisting of tax paid or payable by the Promoters by way of Goods and Service Tax **('GST')** and Cess or any other similar taxes which may be levied at present or in the future, in connection with the construction of and carrying out the

		Project payable by the Promoters, upto the date of handing over the possession of the said Premises. The Allottee/s shall 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.
17-18	18	**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 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	20	20. Common Organization: i. If the conditions imposed by the competent authority in the permissions for the execution of the Project require the Promoters to amalgamate the Shankar Chhaya Property with the adjoining Kailash Kiran Property, the Promoters shall form a new common/single co-operative housing society by the amalgamation/ merger of the Shankar Chhya Society with the Kailas Kiran Society and the Promoters will in their discretion exercise either of the below options: -

		a) incorporate a new co-operative housing society, wherein the members of the Shankar Chhaya Society and the members of Kailas Kiran Society will become members alongwith all persons to whom the sale flats have been sold by the Promoters in the Project, including the Allottee/s herein by complying with all statutory formalities under the applicable laws. Or b) amalgamate/ merge the Shankar Chhaya Society with the Kailash Kiran Society by complying with all statutory formalities under the applicable laws. ii. Irrespective of the option which the Promoters exercise in their discretion, on receiving a written intimation from the Promoters, the Allotee/s shall within the time stipulated in the written intimation submit: (1) The photocopy of this Agreement, (2) All the requisite statutory forms, (3) A sum of Rs. 10,000/- being their Corpus contribution newly formed Co-operative Housing Society/the Amalgamated Society, (4) the requisite admission fee, (5) the requisite share money favoring the said newly formed Cooperative Housing Society or the Amalgamated Society and all other documents as may be required and shall become the member/s thereof. iii. The Promoters shall handover the accounts and management of the Project to the newly formed Co-operative Housing Society/the Amalgamated/ merged Society and shall comply with all the statutory obligations prescribed under the law. iv. In case if the Developer exercises the option recorded in clause (i) (a), if required under law, the Shankar Chhaya Society shall at the cost of the Promoters: -

		a) Within the statutory period of 3 months execute and register a Deed of Conveyance in respect of the Shankar Chhaya Land and its undivided share in the Project in favor of the newly formed Co-operative Housing Society and shall appear through its authorized Managing Committee Members before the concerned Sub-Registrar of Assurances to admit the execution and registration thereof. b) Simultaneously, the Kailash Kiran Society shall also execute and register a Deed of Conveyance in respect of the Kailash Kiran land and its undivided share in the Project, within the statutory period in favor of the newly formed Co-operative Housing Society and shall appear through its authorized Managing Committee Members before the Sub-Registrar of Assurances to admit the execution and registration thereof. c) The newly formed Co-operative Housing Society will thus become the absolute owner of the Shankar Chhaya Land and Kailash Kiran land as also the new building/s constructed by the Developers thereon. d) Within a reasonable period from executing and registering of the aforesaid Deeds of Conveyance in favor of newly formed Cooperative Housing Society, the members of the Shankar Chhaya Society and Kailash Kiran Society shall comply with the statutory formality to dissolve/de-register/wind up the said Societies for all intents and purposes in law. v. However, if the conditions imposed by the competent authority in the permissions do not require the Promoters to amalgamate the Shankar Chhaya land with the adjoining Kailash Kiran Land, the expenses to be incurred by the Shankar Chhaya Society and Kailas Kiran Society for maintaining and using the common areas and common

		amenities in the Project shall be shared and incurred by the said Societies in proportion of their respective Built Up Areas as per the sanctioned plans. In such event, the flat purchasers to whom sale flats have been sold by the Promoters including the Allotee/s herein shall be enrolled as members of Shankar Chhaya Society (if the new flat is located in the Wing of the Project wherein the members of the Shankar Chhaya Society are rehabilitated) or of Kailas Kiran Society (if the new flat is located in the Wing of the Project wherein the members of Kailash Kiran Society are rehabilitated). vi. The cost, charges, expenses, levies, fees, taxes, duties, including stamp duty and registration charges, with respect to the formation of the Society / Association, including in respect of (a) any documents, instruments, papers and writings, (b) professional fees charged by the Advocates & Solicitors engaged by the Promoters for preparing, drafting and approving all such documents, shall be borne and paid by the respective Society/Association and their respective members/intended members including the Allottee/s, as the case may be, and the Promoters shall not be liable towards the same.
22	25	25. 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.
23	26(xi)	26(xi) After obtaining Occupation Certificate in respect of the said Project, if there are any unsold residential flats/shop in the said Project, 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).

26	30	The Promoters have proposed to consume FSI of 17012.70 sq. mtr. (BUA) out of which the Promoters have present sanction and approval to consume FSI of 14839.08 sq.mtrs. (BUA). The Promoters shall have a right to 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 (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 new building 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.
26-27	31	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 which have already been sanctioned. The Promoters have informed the Allottee/s that they shall put up further plans for sanctioning by the SRA/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 Realtors

SHREE SAI REALTORS MUMBAI GHATKOPAR

Partner
Mr. Leebin S. Muthathiyan