

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

Date: - 08/09/2023

Subject:- Deviation Report on Agreement for sale the project building to be known as Silver Brook is being constructed on sub plot-B of S.R.Scheme being constructed on plot bearing CTS no. 651C, 651E, 700C, 734E , 747 TO 773, 775 TO 789 AND 801 OF Village Kolekalyan, Vakola, Santacruz East, Mumbai – 400055.

Deviation Clause

Clause no as per our draft	Actual clause
3.(ii)	a) The Allottee/s is/are informed and hereby acknowledge/s, understand/s & accepts that the car-parking slot/s will be provided in the form of the mechanical automated horizontal circulation car parking system, wherein there may not be any identified spot/place which may be earmarked for a particular acquirer of premises in the Real Estate Project (hereinafter referred to as "the Automated Parking Structure"). The Allottee/s is/are aware that such Automated Parking Structure involves operation of an automated machine for parking and removing cars from the Automated Parking Structure using a smart/access card and the same is based on/subject to operational processes and timelines and the Allottee/s acknowledge/s that the Allottee /s has/have no objection to

the same. The Allottee /s is/are aware that such Automated Parking Structure may also require a valet facility, for ease of parking and procuring of vehicles from the parking slots in the Automated Parking Structure. The Allottee /s hereby confirm/s that the Allottee /s has/have no objection to the same and that the Allottee /s shall not park his/her/their vehicle/s at any other place in the Real Estate Project or Whole Project other than within the Automated Parking Structure. The Allottee/s hereby agree/s and undertake/s that the Allottee/s shall bear the proportionate costs and expenses of the maintenance of such Automated Parking Structure or also keep such valet parking facility at his/her costs for parking or removal of cars from the Automated Parking Structure. The Allottee/s shall not refuse to bear such costs and/or expenses on the ground of non-utilization of such Automated Parking Structure or valet parking facility or on any other ground whatsoever and howsoever arising. It is hereby clarified that the Automated Parking Structure uses smart/access card system wherein a vehicle gets automatically parked by the machine/system in any available vacant slot and hence no specific car parking space can be identified/ allotted/ demarcated therein.

- b) The Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the said Automated Parking Structure by the Promoter and /or the Society/Association (*as the case may be*) and shall pay such outgoings in respect of the said Car Parking Slot as may be levied by the Promoter and / or the Society/Association, as the case may be.
- c) For the effective management of parking spaces and in order to avoid any later disputes, the Promoter shall reserve/permit use of balance un-allotted parking spaces within the Automated Parking Structure in the manner it deems fit.
- d) The Allottee/s further agree/s and undertake/s that pursuant to the admission of the Allottee/s to the Society/Association as member thereof, the Allottee/s shall cast his/her/their votes in the general meeting of the Society/Association approving & confirming such car parking reservation/earmarking as done by the Promoter so that the respective person/s in whose favour the Promoter has reserved & allotted the Car Parking Slot within the Automated Parking Structure will be allotted such respective Car Parking Slot/s for exclusive use thereof, along with rights of transferability in respect thereof.
- e) Notwithstanding anything contained herein above, the said Automated Parking Structure

	shall also have additional car parking slots over and above what has been allotted to the Allottees of the Real Estate Project and the same shall be allotted to other allottees who have purchased units/apartments in the Other Residential Component of the Whole Project at the Promoters sole discretion. The unreserved/unallotted car parking spaces in the Automated Parking Structure, if any, shall continue to be available /accessible to the Promoter and the Promoter shall be freely and fully entitled to deal with the same and in the manner it deems fit. The Allottee/s undertake that until the Promoter deals/allots the additional unreserved/unallotted car parking slots in the Automated Parking Structure, the Promoter shall not be liable to pay any outgoings in respect of such additional unreserved/unallotted car parking slots to the common Organization/Association/Society.
(iii)	i. The Allottee/s has/have paid before execution of this Agreement, part payment of the Sale Price as advance payment and as more particularly described in the Serial no.4 of the Third Schedule hereunder written and hereby agrees to pay to the Promoter the balance amount of the Sale Price in the manner and payment instalments more particularly mentioned in the Fourth Schedule hereunder written.
(iv)	The Promoter shall issue a notice to the Allottee/s intimating the Allottee/s about the stage-wise completion of the Real Estate Project in which the said Premises is located. As detailed in the Clause 3(iii) above, the payment at each stage is individually referred to as "the Instalment" and collectively referred to as "the Instalments" . The payment shall be made by the Allottee/s within 7 (seven) days of the Promoter making a demand for the payment of the Instalment, time being the essence of the contract. It is agreed by and between the Parties that if there is any increase in the Sale Price <i>(on account of the revision in the carpet area of the said Premises, as set out in the Clause 3(ix),</i> then the Instalments of the said Premises shall also increase correspondingly. All the amounts due to the Promoter on account of revision in amounts to be paid towards any of the Instalments <i>(which have already become due, for a milestone already having been achieved by the Promoter, as per the Fourth Schedule)</i> shall be forthwith paid by the Allottee/s within a maximum period of 7 (seven) days from the date of receipt of the letter by the Allottee/s from the Promoter in this regard. A notice / intimation forwarded by the Promoter to the Allottee/s that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is

	commenced or completed.
(v)	The payment by the Allottee/s in accordance with Clause 3(iii) is the basis of the Sale Price and is one of the principal, material and fundamental terms of this Agreement (time being the essence of the contract). The Promoter has agreed to allot and sell the said Premises to the Allottee/s at the Sale Price inter-alia because of the Allottee/s having agreed to pay the Sale Price in the manner more particularly detailed in Clause 3(iii). All the Instalments payable in accordance with this Agreement with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s simultaneously on the execution of this Agreement.
(vi)	The Sale Price excludes all applicable taxes <i>(including but not limited to tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said Premises and / or with respect to the said Car Parking Slot and/or this Agreement)</i> . It is clarified that all such taxes, levies, duties, cesses <i>(whether applicable/payable now or which may become applicable/payable in future)</i> including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable 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 contemplated herein and/or in relation to the said Premises and / or the said Car Parking Slot, 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.
(vii)	The Sale Price excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and / or incidental charges in connection with the documents to be executed for the sale of the said Premises including on this Agreement and expenses on all documents for sale and / or transfer of the said Premises, including applicable stamp duty and registration charges on this Agreement.
(xiii)	All payments shall be made by way of demand drafts/ pay orders/account payee cheques/ RTGS/ ECS/ NEFT any other instrument drawn in favour of / to the account of the Promoter set out at Serial no.5 of the Third Schedule hereunder written. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Premises, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial

institution does disburse / pay all such amounts due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of /to the account of the Promoter more particularly mentioned in the Serial no.5 of the Third Schedule hereunder written. Any payments made in favour of / to any other account other than as mentioned in the Serial no.5 of the Third Schedule shall not be treated as payment towards the said Premises. The Allottee/s shall satisfy the Promoter either through its banker's commitment or in such other manner as shall be determined by the Promoter with regard to the security for the payment of each Instalment of the Sale Price. The Promoter shall be entitled to change the account (as set out in the Serial no.5 of the Third Schedule) by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid financial institution in such new account.

4.(iv)

The construction and development of the Real Estate Project being a phase of the Whole Project is presently sanctioned in the manner stated inter-alia in the Silver Brook IOD and Silver Brook CC and the Approved Layout for the Real Estate Project/the Whole Project as mentioned and as disclosed in Recitals hereinabove and as disclosed in the LPS. The LOI, Silver Brook IOD, Silver Brook CC, Approved Layout for the Real Estate Project/the Whole Project and other plans and approvals shall be amended, modified, revised, varied, changed from time to time to utilize the Full Development Potential of the Whole Project as designated/disclosed in the LPS. The Allottee/s agree(s), accept(s) and confirm(s) that the fundamental entitlement of the Promoter to utilize, exploit and consume the Full Development Potential of the Whole Project (both inherent and further/ future) as stated in Recitals hereinabove & as disclosed in the LPS above, would require the Promoter to amend, modify, vary, alter, change, substitute and rescind the plans in respect of the Whole Project or any part thereof (including Approved Layout Plan, building plans, floor plans) and undertake such modified/ altered/ new construction and development in accordance therewith. Consequently and after negotiations and discussions between the Allottee/s and the Promoter, the Allottee/s agree(s), accept(s) and confirm(s) that in the course of development of the Whole Project as disclosed in Recitals including in the LPS and until completion of the development thereof in the manner stated in this Agreement, the Promoter shall be entitled to do the following as it may in its sole discretion deem fit, subject however to the said Premises not being adversely affected :-

- a) Develop the Whole Project and the Scheme Plots along with Adjoining Property and construct the building(s) thereon including the Real Estate Project & the Other Residential Component to exploit the Full Development Potential;
- b) Apply for and obtain approvals and permissions in phases, including amendments to existing approvals and permissions and part occupation certificates;
- c) Amend, modify, vary, alter, change, substitute, rescind, re-design and re-locate the existing Approved Layout, building plans, floor plans (including increase/decrease of floor levels) (including the LOI, IOD and CC), design, elevation for the purpose of exploiting and consuming the Full Development Potential of the Whole Project and the Scheme Plots and Adjoining Property

(both inherent and further/future) at present and in future;

- d) To apply for and obtain amended/substituted/ revised/modified layout plans, building plans and floor plans sanctioning construction of the Real Estate Project and the Whole Project upto such floors as may be permissible whilst exploiting the Full Development Potential of the Whole Project and the Scheme Plots as disclosed in the LPS & as stated in this Agreement;
- e) Make amendments, modifications, variations, alterations, changes, deletions and revisions with respect to the development of the Whole Project;
- f) To construct, develop and raise buildings, structures, towers and wings on the Scheme Plots and the Adjoining Property, with and without common podium levels;
- g) To construct, develop and raise additional levels, floors and storeys in buildings, structures, towers and wings on the Whole Project and the Scheme Plots along with the Adjoining Property and the Allottee/s shall not have any claim(s) against the Promoter in this regard;
- h) To construct lesser number of upper floors (*from what is disclosed in the LPS*) in respect of the said the Real Estate Project and/or the Other Residential Component or any part thereof, and the Allottee/s shall not have any claim(s) against the Promoter in this regard;
- i) To (by itself or through its workmen, staff, employees, representatives and agents) enter into and upon the Whole Project and any construction thereon including the Real Estate Project, the Other Residential Component including to view and examine the condition and state thereof;
- j) To use the common areas, facilities and amenities, internal access roads and all facilities, amenities and services in the layout of the Whole Project;
- k) To market, sell, transfer, mortgage, alienate and dispose of or grant rights with respect to the units/premises/spaces/ areas in/on the Whole Project, the Scheme Plots & the Adjoining Property and all its right title and interest therein; provided however that for any mortgage of the said Premises by the Promoter, prior consent of the Allottee will be required;
- l) To allot and grant car parking spaces/slots in/on the Whole Project, the

	<p>Scheme Plots & the Adjoining Property to allottee/s of units/premises in/on the Whole Project and the Scheme Plots & the Adjoining Property.</p> <p>m) To grant or offer upon or in respect of the Whole Project, the Scheme Plots & the Adjoining Property or any part thereof, to any third party including allottee/s therein, all such rights, benefits, privileges, easements including right of way, right to draw water, right to draw from or connect to all drains, sewers, installations and/or services in the Whole Project, the Scheme Plots & the Adjoining Property.</p>
9.	<p>9. Representations and warranties of the promoter:</p> <p>The Promoter hereby represents and warrants to the Allottee/s as follows, subject to what is stated in this Agreement and all its Schedules and Annexes, subject to what is stated in the Title Certificate –</p> <ol style="list-style-type: none"> The Promoter has clear and marketable title and has the requisite rights to carry out development upon the Scheme Plots for the implementation of the Real Estate Project; The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Real Estate Project and shall obtain requisite

	<p>approvals from time to time to complete the development of the Real Estate Project;</p> <p>c. There are no encumbrances upon the Real Estate Project except those disclosed to the Allottee/s;</p> <p>d. There are no litigations pending before any Court of law with respect to the Real Estate Project except those disclosed in the Title Report and the RERA Website to the Allottee/s;</p> <p>e. All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Real Estate Project, shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Real Estate Project and common areas;</p> <p>f. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;</p> <p>g. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the Scheme Plots and the said Premises, which will, in any manner, affect the rights of Allottee/s under this Agreement;</p> <p>h. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Premises to the Allottee/s in the manner contemplated in this Agreement;</p>
10.	<p>10. Nominee</p> <p>i. The Allottee/s hereby nominate/s the person identified in the Serial No.9 of Third Schedule hereunder written ("said Nominee") as his/her/their nominee in respect of the said Premises. On the death of the Allottee/s, the Nominee shall assume all the obligations of the Allottee/s under this Agreement and in respect of the said Premises, and shall be liable and responsible to perform the same, so far as permissible in law. The Allottee/s shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee/s <i>(if such</i></p>

	<p><i>substitution has been intimated to the Promoter in writing</i>) and deal with him/her/them in all matters pertaining to the said premises, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee/s.</p> <p>ii. The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealing, breaches, omissions, commissions etc. of and /or by the Nominee</p>
11.	<p>11. Indemnity</p> <p>The Allottee shall indemnify and keep indemnified, saved, defended and harmless the Promoter against any or all demands, notices, claims, actions, proceedings, losses, damages, expenses, costs or other liabilities incurred or suffered by the Promoter from or due to any breach by the Allottee of any of its covenants, representations and warranties under this Agreement or due to any act, omission, default on the part of the Allottee in complying/performing his/her/their obligations under this Agreement</p>
12.	<p>12. Construction of the Agreement</p> <p>In this Agreement where the context admits:</p> <p>i. Any reference to any statute or statutory provision shall include:</p> <ol style="list-style-type: none"> all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and any amendment, modification, re-enactment, substitution or consolidation thereof (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment, substitution or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted, substituted or consolidated) which the provision referred to has directly or indirectly replaced. the Schedules & Annexures form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it; references to this Agreement or any other document shall be construed as

	<p>references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;</p> <p>e. each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;</p>
14.	<p>14. The Promoter has availed of and/or may avail of financial assistance, including any construction/corporate loans, infrastructure loans, from bank/s, financial institution/s, and/or person/s against security of any part/s of the said Whole Project, or any parts thereof, or any receivables, which have been, or may be, mortgaged, or charged to such banks and/or financial institutions and/or other persons as security for repayment of the financial assistance taken from them. As part of any such arrangement by the Promoter, all or any of the responsibilities and/or obligations and rights of the Promoter under this Agreement may be transferred to any other person. The Promoter agrees that: (a) on or prior to the Date of Offer of Possession, the Promoter shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Premises alone, enabling the Promoter to complete the allotment and sale thereof to the Allottee/s, free of the same, (b) on or prior to the execution of the Deed/s of Transfer in favour of the Entity & Organization, the Promoter shall obtain a letter releasing mortgage or charge of such bank/s, and/or financial institution/s, and/or person/s, over the Real Estate Project, such that the Real Estate Project is freed from such encumbrances. The Promoter agrees that after the execution of this Agreement, any mortgage or charge shall not affect the right and interest of the Allottee/s under this Agreement.</p>
17.	<p>17. The Promoter and/or Promoter Affiliates shall in its discretion, control the placement, installation and provision of any types of temporary and permanent signage and hoardings (including neon, backlit and illuminated signage and hoardings) of whatsoever nature upon and in the Real Estate Project and/or any part thereof till Real Estate Project Completion. Further, the Promoter and/or the Promoter Affiliates shall always have full complete and unrestricted access to such hoardings, and signage. Without prejudice to the generality of the foregoing provisions the Promoter and/or Promoter Affiliates shall have full rights, in its/their discretion, to install its/their name/s and any other Promoter Intellectual Property</p>

at one or more places or in or upon the Whole Project including Real Estate Project Land and/or upon the Real Estate Project and/or at the entrances and exits thereof. The Promoter and Promoter Affiliates have, shall always have and reserve/s, to themselves full and free right of way and means and access to such place or places for the purpose of installing, maintaining and replacing such hoardings and signage.

**THE
THIRD
SCHEDULE**

THE THIRD SCHEDULE ABOVE REFERRED TO

(Meaning of certain terms and expressions)

Sr. No.	Terms and Expressions	Meaning
1	Said Premises	Flat No. ____ on ____ floor of the Building known as "Silver Brook"
2	Carpet area of the said Premises as per RERA	____ Sq.ft.
3	Sale price towards the carpet area of the said Premises.	Rs. ____/- (Rupees ____ Only)
4	Advance Payment towards the Sale price paid prior hereto.	Rs. ____/- (Rupees ____ (Only)
5	Bank Account of the Promoter (Collection Account)	Gold Coin Builders, COLLECTION ACCOUNT- SILVER BROOK Account No- 923020025882153 IFSC Code- UTIB0001244
7	Car parking Slot/s	Permission to park ____ car in the Automated Parking Structure.
8	Completion Date	
9	Nominee	Name:- _____ Relationship with Allottee/s :- _____ Address of the Nominee :-

	14	PAN	Promoter's PAN :-	
			Allottee/s PAN :-	
THE FOURTH SCHEDULE	Sr. No.	Milestone	Percentage	Amount
	1	At the time of Booking (Part of Earnest Money)		
	2	Upon Execution of Agreement (including balance portion of Earnest Money)	10%	
	3	On completion of Plinth of the said Building	10%	
	4	On completion of the 1 st slab of the said Building	6.25%	
	5	On completion of the 2 st slab of the said Building	6.25%	
	6	On completion of the 3 st slab of the said Building	6.25%	
	7	On completion of the 4 st slab of the said Building	6.25%	
	8	On completion of the 5 st slab of the said Building	6.25%	
	9	On completion of the 6 st slab of the said Building	6.25%	
	10	On completion of the 7 st slab of the said Building	6.25%	
	11	On completion of the 8 st slab of the said Building	6.25%	
	12	Completion of the walls, internal plaster, floorings, doors and windows of the said Premises.	10%	
	13	Completion of External Plumbing, External Plaster, elevation, terraces with water proofing, lifts, water pumps, electrical fittings of the said Real Estate Project.	10%	
	14	At the time of handing over of the possession of the said premises to the Allottee/s on/after receipt of the Occupation Certificate for the Said Premises or Completion Certificate with respect to the said Real	10%	

	Estate Project whichever is earlier.		
THE FIFTH SCHEDULE	THE FIFTH SCHEDULE ABOVE REFERRED TO		
	(Being the amounts to be paid by the Allottee/s in accordance with this Agreement)		
	Sr. No.	Particulars	Amount
	1	Charges towards formation and registration of the society and/or the Apex Body, along with applicable taxes.	30000
	2	Share application money of the Society	3000
	3	All legal costs, charges and expenses	11800
4	Amount towards provisional monthly contribution towards outgoings of the society or the Apex Body and Proportionate share of taxes and other charges/levies in respect of the Society or the Apex Body (taxes to be paid separately by Allottee/s at applicable rates) for 24 months.		
It is hereby expressly clarified, agreed and understood that in the 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 allottees/s shall be liable to bear and pay the same within 15 (fifteen) days from receipt of the promoter's written information in this regard.			

For GOLD COIN BUILDERS

Hh. C
Partner



Date: 08th September 2023