

Date: 16/10/2023

Deviation Report with respect to model copy of Agreement

Project Name: PORTIA GRANDE

We hereby declare that the following are deviations/modifications in the Agreement for Sale to be executed by the Developer with the Purchasers vis a vis Model Form of Agreement for Sale as per Rule 10 (1) in respect of proposed Project **"PORTIA GRANDE"** located on project land being Sub-Divided Plot 1C, admeasuring 4900 sq. mtrs. out of land admeasuring 7126.39 sq. mtrs, inclusive of open space admeasuring 933.18 sq. mtrs. out of total land admeasuring 25628.97 sq. mtrs. bearing Survey No.13/3, 4, 5, 6, 7, 8/1, 8/2, 9, 10, 11, 12, 13B/1, 13B/2, 14, 15, 16, 17, 18, 19/ Plot no.1, (New Survey No.13/3 to 19/Plot No.1/A3), situated at Village Balewadi, Taluka Haveli, District Pune and within the Registration District of Pune and Sub-Registration District of Taluka Haveli and within the limits of Pune Municipal Corporation.

Sr. no.	Clause No. as per Model Agreement	Original Clause as per Model Agreement	Revised Clause as per present Agreement for Sale for project PORTIA GRANDE
1		_____, a company ----- ... PARTY OF THE FIRST PART. AND Mr. PARTY OF THE OTHER PART.	No Deviation
2		WHEREAS, _____ by _____ an Agreement/Conveyance dated _____ day of _____ 20____ and _____ executed between _____ of the One Part (hereinafter referred to as "the Vendor") and the Promoter of the Other Part, the Vendor agreed with the Promoter for the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property being piece or parcel of freehold land bearing Survey No. _____ lying and being Survey No. at _____ in the Registration Sub-District of _____ admeasuring _____ sq.mtrs. or thereabouts more particularly described in the First	AND WHEREAS by and under Conveyance dated 29.11.2022 registered at the Office of Joint Sub-Registrar Haveli No.15, Pune at Sr. No.20824/2022, executed by and between GAROOD DEVELOPERZSS LLP (formerly Garood Develeopers Pvt. Ltd.), FLORA FACILITIES PRIVATE LIMITED and PHOENIX HABITATS PRIVATE LIMITED, referred to as the "VENDORS" therein and VILAS JAVDEKAR ECO HOMES i.e. Promoter, referred to as the "PURCHASER" therein and VASCON ENGINEERS LIMITED, referred to as the "CONSENTING PARTY" therein, whereby the Vendors along with Consenting Party have sold, assigned, transferred and conveyed all that piece and parcel of land being Sub-Divided Plot 1C, admeasuring 7126.39 sq. mtrs, inclusive of open space admeasuring 933.18 sq. mtrs. out of total land



Sr. no.	Clause No. as per Model Agreement	Original Clause as per Model Agreement	Revised Clause as per present Agreement for Sale for project PORTIA GRANDE
		Schedule hereunder written (hereinafter referred to as "the project land").	admeasuring 25628.97 sq. mtrs. bearing Survey No.13/3, 4, 5, 6, 7, 8/1, 8/2, 9, 10, 11, 12, 13B/1, 13B/2, 14, 15, 16, 17, 18, 19/Plot No.1 (New Survey No.13/3 to 19/Plot No.1/A3), situated at Village Balewadi, Taluka Haveli, District Pune and within the Registration District of Pune and Sub-Registration District of Taluka Haveli and within the limits of Pune Municipal Corporation in favour of Promoter, hereinafter referred to as the "said Land", more particularly described in the Schedule- I, hereunder written. AND WHEREAS all that piece and parcel of land being Sub-Divided Plot 1C, admeasuring 4900 sq. mtrs. out of land admeasuring 7126.39 sq. mtrs., inclusive of open space admeasuring 933.18 sq. mtrs. out of total land admeasuring 25628.97 sq. mtrs. bearing Survey No.13/3, 4, 5, 6, 7, 8/1, 8/2, 9, 10, 11, 12, 13B/1, 13B/2, 14, 15, 16, 17, 18, 19/Plot No.1 (New Survey No.13/3 to 19/Plot No.1/A3), situated at Village Balewadi, Taluka Haveli, District Pune and within the Registration District of Pune and Sub-Registration District of Taluka Haveli and within the limits of Pune Municipal Corporation in favour of Promoter, hereinafter referred to as the "said Project Land", more particularly described in the Schedule- II, hereunder written. AND WHEREAS by virtue of above mentioned Sale Deed, the Promoter has acquired exclusive rights by way of irrevocable construction license and authority to develop the said Land. The Promoter is entitled to construct buildings on the said Land and has the right to sell, transfer, license, lease, rent the units, apartments, shops, offices in the said building/s to be constructed by the Promoter on the project land and to enter into the agreement with the Allottee/s and to receive the sale consideration in respect thereof.
3		AND (Also specify i) Any covenants affecting the said property.	No Deviation



Sr. no.	Clause No. as per Model Agreement	Original Clause as per Model Agreement	Revised Clause as per present Agreement for Sale for project PORTIA GRANDE
		ii) Any impediments attached to the said property. iii) Number and Area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property. iv) Details of illegal encroachment on the said property. v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained. vi) Details of mortgage or lien or charge on the said property.) The above details are more particularly specified in the Certificate of Title issued by the attorney at law or advocate of the Promoter have been annexed hereto and marked as Annexure 'A'	
4		AND WHEREAS, the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;	No Deviation
5		AND WHEREAS, the Vendor/Lessor/Original Owner/ Promoter is in possession of the project land;	AND WHEREAS the Promoter is in possession of the said Project Land, <u>AND WHEREAS the Promoter has proposed to construct on the said land/project land vide Commencement Certificate bearing No.3541/2022 dated 29/3/2023 and revised Commencement Certificate bearing No.0995/2023 and revised dated 31/7/2023 issued by Pune Municipal Corporation.</u> <u>AND WHEREAS the Promoter applied for and has obtained permission of the Hon'ble Collector, Pune vide Order dated 6/7/2007 bearing no.PMH/NA/SR/442/2007 and Order dated 28/2/2013 bearing no.PMH/NA/SR/1175/11 and Order dated 18/3/2019 bearing no.NA/SR/85/2019 passed by the Hon'ble Tahsildar, Haveli, Pune for conversion of the user of the said Land from "agricultural" to "non-agricultural" under the provisions of Section 44 of the Maharashtra Land</u>



Sr. no.	Clause No. as per Model Agreement	Original Clause as per Model Agreement	Revised Clause as per present Agreement for Sale for project PORTIA GRANDE
			Revenue Code, 1966, A copies of NA orders are annexed herewith as "Annexure- G".
		AND WHEREAS, the Promoter has proposed to construct on the project land (here specify number of buildings and wings thereof) _____ having _____ (here specify number of Basements/ Podiums/Stilt and Upper Floors);	AND WHEREAS, the Promoter has proposed to construct on the said land/project land following building/constructions based on the commencement certificate dated 29/3/2023 and sanctioned layout and building plans the following buildings are currently sanctioned on the said Project Land: Residential Buildings: 2 nos. Tower1: B + Gr.P. + Podium + 1 upper floor Tower2: B + Gr.P. + Podium + 29 upper floors (hereinafter referred to as "PORTIA GRANDE") Commercial + Inclusive Housing: T3: B + Gr.P. + Podium + 1 floor AND WHEREAS the Promoter is desirous of developing a larger project on the said Land in phase wise manner, by constructing various building/s of a numbers of floors comprising of number of residential apartments and/or commercial units on the said Land (hereinafter the said whole Project collectively referred to as the "Larger Project"). AND WHEREAS due to proposed applicability of Unified Development Control and Promotion Regulations (UDCPR) additional F.S.I in the form of paid F.S.I. / T.D.R. shall be applicable to the said land and this additional F.S.I/ T.D.R as and when sanctioned by the local authority shall be used for the future phase said land. The Promoter will apply for revision of plans and the proposed full potential layout of the said land shall contain building/s having following configuration: Residential Buildings: 2 nos. Tower1: B + Gr.P. + Podium + 33 upper floors Tower2: B + Gr.P. + Podium + 33 upper floors (hereinafter referred to as "PORTIA GRANDE")



Sr. no.	Clause No. as per Model Agreement	Original Clause as per Model Agreement	Revised Clause as per present Agreement for Sale for project PORTIA GRANDE
			<u>Commercial + Inclusive Housing:</u> <u>T3: B + Gr.P. + Podium + 1 floor</u> <u>The said proposed full potential layout plan of the said Larger Project is subject to necessary sanctions and approvals from the concern local authorities and is subject to such changes as may be suggested by the authority.</u>
6			<u>AND WHEREAS the Promoter hereby assures to provide Common areas and facilities of the said Project and its nature, extent and description is more particularly described in Schedule-IV written hereunder. All Amenities / Utilities / Services to be constructed in said Project are mentioned in these presents are common to be used for all the Allottee/s of the said Project.</u>
7		AND WHEREAS, the Allottee is offered an Apartment bearing number _____ on the _____ floor, (hereinafter referred to as the said "Apartment") in the _____ wing of the Building called _____ (hereinafter referred to as the said "Building") being constructed in the _____ phase of the said project, by the Promoter;	The Allottee/s is offered an Apartment bearing No. _____ on the _____ floor, (hereinafter referred to as the "said Apartment") in the _____ Wing/Building under the Project named as "PORTIA GRANDE" (hereinafter referred to as the "said Project") being constructed <u>on the said Land</u> by the Promoter;
8		AND WHEREAS, the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;	<u>AND WHEREAS, the Promoter has entered into a standard Agreement with an Architect Sameer Valimbe of M/s. Voussoirs, having its office at 10, Janhavi, 40/22, Bhonde Colony, Erandwane, Pune – 411 004 as Architect of the Project who is duly registered with the Council of Architects at CA/92/14618. The Promoter has also appointed landscape architect Grit Environmental Design and Research Studio LLP Registered Office: C-Wing, Office no.301, Sr. no.200/2, Pink City Palash Plus NR, Wakad, Pimpri Chinchwad, Pune to design the various landscaping features such as plantation, amenities, entrance gate etc. The Promoter herein</u>



Sr. no.	Clause No. as per Model Agreement	Original Clause as per Model Agreement	Revised Clause as per present Agreement for Sale for project PORTIA GRANDE
			<u>has reserved right to change aforesaid Landscape Architect before the completion of the Building/s.</u>
			<u>AND WHEREAS the Promoter has obtained environment clearance from State Level Environment Impact Assessment Authority, (SEIAA), Mumbai. Vide Letter bearing No. SIA/MH/MIS/279478/2022 dated 23/2/2023.</u>
9		AND WHEREAS, the Promoter has ----- -----;	No Deviation
10		AND WHEREAS, the Promoter has appointed a structural Engineer ----- -----	No Deviation
11		AND WHEREAS, by virtue of the Development Agreement/ Power of Attorney -----	No Deviation
12		AND WHEREAS, on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects Messrs and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder;	AND WHEREAS on demand from the allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects M/s. Voussoirs, having its office at: 10, Janhavi, 40/22, Bhonde Colony, Erandwane, Pune- 411004 and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder <u>including but not limited to the following Documents:</u> <u>1. Title Search Report,</u> <u>2. Commencement Certificate,</u> <u>3. Sanctioned Layout Plan & Building/s plans,</u> <u>4. N. A. Order</u> <u>5. Environmental Clearance,</u> <u>6. RERA Certificate & Application,</u> <u>7. Draft of Agreement for Sale,</u> <u>8. All Litigations related Documents,</u> <u>9. All NOC's from concerned Govt. Authorities</u>



Sr. no.	Clause No. as per Model Agreement	Original Clause as per Model Agreement	Revised Clause as per present Agreement for Sale for project PORTIA GRANDE
			<u>10. All Other documents as specified under the Real Estate (Regulation & Development) Act and Rules & Regulations made there under</u>
13		AND WHEREAS, the authenticated copies of Certificate of Title ----- AND WHEREAS, the authenticated copies of the plans -----, AND WHEREAS, the authenticated copies of the plans of the Layout -----; AND WHEREAS, the authenticated copies of the plans and specifications of the Apartment -----	No Deviation
14		AND WHEREAS, the Promoter has got some of the approvals ----- AND WHEREAS, while sanctioning the said plans concerned local authority ----- AND WHEREAS, the Promoter has accordingly commenced construction -----	No Deviation
15		AND WHEREAS, the Allottee has applied -----;	No Deviation
16		AND WHEREAS, the carpet area of the said Apartment is _____ square meters and "Carpet Area" means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or Verandah area and exclusive open terrace area appurtenant to the said Apartment for	AND WHEREAS, the carpet area of the said Apartment/Unit <u>is more particularly described in the Schedule-III</u> hereunder and "Carpet Area" means the net usable floor area of an apartment/unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment/Unit for the exclusive use of the Allottee or Verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive



Sr. no.	Clause No. as per Model Agreement	Original Clause as per Model Agreement	Revised Clause as per present Agreement for Sale for project PORTIA GRANDE
		exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment.	use of the Allottee, but includes the area covered by the internal partition walls of the apartment.
17		AND WHEREAS, the Parties relying on the confirmations -----;	No Deviation
18		AND WHEREAS, prior to the execution of these presents-----;	No Deviation
19		AND WHEREAS, the Promoter has registered -----	No Deviation
20		AND WHEREAS, under section 13 of the said Act ----- In accordance with the terms and conditions -----	No Deviation
21		NOW THEREFOR, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-	No Deviation
22	1	The Promoter shall construct-----.	No Deviation
23	1(a)	(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee an Apartment No. _____ on _____ floor in the building _____/wing of the Project and carpet area of the Apartment more particularly described in Schedule -II hereunder (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures 'D' for the consideration of Rs. _____/- including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are	1a i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee an Apartment No. _____ on _____ floor in _____ Wing in the project to be known as " PORTIA GRANDE " and carpet area of the Apartment more particularly described in Schedule-III hereunder (hereinafter referred to as " the Apartment ") as shown in the Floor plan thereof hereto annexed and marked Annexure 'D' for the consideration of Rs. _____/- (Rupees _____ Only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Schedule-IV hereunder.



Sr. no.	Clause No. as per Model Agreement	Original Clause as per Model Agreement	Revised Clause as per present Agreement for Sale for project PORTIA GRANDE
		more particularly described in the Schedule-II hereunder. (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos. _____ situated at _____ Basement and/or stilt and /or _____ podium area admesuring..... Sq.m. being constructed in the layout. The total aggregate consideration amount for the apartment mentioned hereinabove is inclusive of one covered parking space	ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos. _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____. ii) <u>The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell/allot to the Allottee/s covered parking spaces, (if applicable) in the said Project which is more particularly described in the Schedule III hereunder written for the consideration of Rs. _____ /-.</u>
	1(b)	The total aggregate consideration -----	No Deviation
	1(c)	The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to Promoter the balance amount of Rs. _____/- (Rupees _____ Only) in the manner detailed in hereunder	<u>(The payment schedule more particularly described in Schedule V hereunder written)</u>
25	1(d)	The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.	1d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax, Value Added Tax, Service Tax, and Cess or any other similar taxes <u>and stamp duty and registration charges</u> which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the Apartment.
26	1(e)	The Total Price is escalation-free -----	No Deviation
27	1(f)	The Promoter may allow, in its sole discretion, a rebate -----,	No Deviation
28	1(g)	The Promoter shall confirm the final carpet area-----	No Deviation



Sr. no.	Clause No. as per Model Agreement	Original Clause as per Model Agreement	Revised Clause as per present Agreement for Sale for project PORTIA GRANDE
29	1(h)	The Allottee-----,	No Deviation
30	2.1	2.1 The Promoter hereby agrees to observe -----,	No Change
32	2.2	2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause-1(c) herein above. ("Payment Plan").	2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Clause-1(c) hereinabove ("Payment Plan"). <u>The Allottee/s shall pay the aforesaid due amount of consideration within 7 days from the receipt of demand intimation. Payment is the essence of contract.</u>
33	3	3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding	The Promoter hereby declares that the Floor Space Index available as of on date in respect of the said land is 38940 square meters only and Promoter has planned to utilize Floor Space Index of 13421.79 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 38940 square meters as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. <u>The Promoter shall be entitled to claim and receive compensation for any portion of the Said Land / building/s that may be notified for setback and claim the FSI / benefits & compensation available for areas</u>



Sr. no.	Clause No. as per Model Agreement	Original Clause as per Model Agreement	Revised Clause as per present Agreement for Sale for project PORTIA GRANDE
		that the declared proposed FSI shall belong to Promoter only.	<u>under reservation for amenity space, R. P. Roads, etc. prior to the final conveyance in favour of the society/ legal entity.</u>
34	4.1	4.1 If the Promoter fails to abide -----	No Deviation
35	4.2	4.2 Without prejudice to the right of promoter to charge interest in terms of sub Clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.	Without prejudice to the right of Promoter to charge interest in terms of sub Clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of <u>10% of consideration amount towards liquidated damages or any other amount which may be payable to Promoter) and balance amount (if any)</u> within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the <u>Promoter subject to execution and registration of the cancellation deed by the Allottee in favour of Promoter.</u> <u>Provided further, if the Allottee/s wishes to cancel this agreement due to reasons not attributable to the</u>



Sr. no.	Clause No. as per Model Agreement	Original Clause as per Model Agreement	Revised Clause as per present Agreement for Sale for project PORTIA GRANDE
			default of the Promoter, then the Promoter shall deduct 10% of the Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded within thirty days from the date of cancellation by the Allottee, subject to execution and registration of the cancellation deed by the Allottee in favour of Promoter. Provided further, it is hereby agreed between the parties that upon receipt of occupation certificate for the said Apartment and/or receipt of possession of said Apartment is handed over to the Allottee/s, then the Allottee/s shall not be entitled to terminate this Agreement. Provided further, in the event of cancellation, the Promoter is not responsible to refund any taxes and duties such as G.S.T., stamp duty and registration charges which were paid to the Government and the Allottee/s shall apply for refund at their own effort and cost.
36	5	5. The fixtures and fittings----- --.	No Deviation
37	6	6. The Promoter shall give possession -----.	No Deviation
38	7.1	7.1 Procedure for taking possession – The Promoter, -----	No Deviation
39	7.2	7.2 The Allottee shall take possession -----	No Deviation
40	7.3	7.3 Failure of Allottee to take Possession -----.	No Deviation
41	7.4	7.4 If within a period of five years----- -----.	No Deviation
42	8	8. The Allottee shall use the Apartment -----	No Deviation
43	9	9. The Allottee along with other Allottee(s) of Apartments -----	No Deviation
44	9.1	9.1 The Promoter shall, within three months -----	No Deviation
45	9.2	9.2 The Promoter shall, within three months -----	No Deviation



Sr. no.	Clause No. as per Model Agreement	Original Clause as per Model Agreement	Revised Clause as per present Agreement for Sale for project PORTIA GRANDE
46	9.3	9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill Collectors, Chowkidars, Sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.	Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill Collectors, Chowkidars, Sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional contribution <u>maintenance amount</u> of Rs. _____/- (Rs. _____ Only) <u>as a deposit in addition to consideration amount</u> towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be handed over by the Promoter to the Society or the Limited Company, as the case may be.
47	10	10. The Allottee shall on or before delivery of possession -----	No Deviation



Sr. no.	Clause No. as per Model Agreement	Original Clause as per Model Agreement	Revised Clause as per present Agreement for Sale for project PORTIA GRANDE
48	11	11. The Allottee shall pay to the Promoter -----	No Deviation
49	12	12. At the time of registration of conveyance -----	No Deviation
50	13	13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee as follows:	No Deviation
51	13.i	The Promoter has clear and marketable title-----;	No Deviation
52	13.ii	The Promoter has lawful rights and requisite -----	No Deviation
53	13.iii	There are no encumbrances -----	No Deviation
54	13.iv	There are no litigations-----;	No Deviation
55	13.v	All approvals, licenses -----	No Deviation
56	13.vi	The Promoter has the right -----	No Deviation
57	13.vii	The Promoter has not entered-----;	No Deviation
58	13.viii	The Promoter confirms that the Promoter -----	No Deviation
59	13.ix	At the time of execution of the conveyance deed -----	No Deviation
60	13.x	The Promoter has duly paid -----	No Deviation
61	13.xi	No notice from the Government -----	No Deviation
62	14	14. The Allottee/s -----	No Deviation
63	14.i	To maintain the Apartment -----	No Deviation
64	14.ii	Not to store in the Apartment -----	No Deviation
65	14.iii	To carry out at -----	No Deviation
66	14.iv	Not to demolish -----	No Deviation
67	14.v	Not to do or permit -----	No Deviation
68	14.vi	Not to throw dirt -----	No Deviation
69	14.vii	Pay to the Promoter within fifteen days of demand -----	No Deviation



Sr. no.	Clause No. as per Model Agreement	Original Clause as per Model Agreement	Revised Clause as per present Agreement for Sale for project PORTIA GRANDE
70	14.viii	To bear and pay -----	No Deviation
71	14.ix	The Allottee shall not let-----	No Deviation
72	14.x	The Allottee shall observe -----	No Deviation
73	14.xi	Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.	Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society Company, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
	14.xii	Till a conveyance -----	No Deviation
81	15	The Promoter shall maintain -----	No Deviation
82	16	Nothing contained in this Agreement ----	No Deviation
83	17	PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE – After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].	PROMOTER— SHALL NOT MORTGAGE OR CREATE A CHARGE – After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment. <u>It is further agreed by and between the parties herein that presently the Promoter has obtained the project loan from Arka Fincap Limited for the construction of the Project. The Promoter has reserved right to raise any project loan by mortgaging the said Project land/construction thereon & project receivable. In such case, the Promoter shall ensure to obtain No Objection Certificate (N.O.C) from such lender in their standard format with respect to the said Apartment and the Allottee/s shall abide by the terms and conditions of such N.O.C.</u>
84	18	BINDING EFFECT – Forwarding this Agreement -----	No Deviation
85	19	ENTIRE AGREEMENT – This Agreement, along with its schedules -----	No Deviation



Sr. no.	Clause No. as per Model Agreement	Original Clause as per Model Agreement	Revised Clause as per present Agreement for Sale for project PORTIA GRANDE
86	20	RIGHT TO AMEND – This Agreement -----	No Deviation
87	21	PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES – It is clearly understood -----	No Deviation
88	22	SEVERABILITY – If any provision of this Agreement shall be determined to be void or -----	No Deviation
89	23	METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT – Wherever in this Agreement -----	No Deviation
90	24	FURTHER ASSURANCES – Both Parties agree that -----	No Deviation
91	25	PLACE OF EXECUTION – The execution of this Agreement -----	No Deviation
92	26	The Allottee and/or Promoter -----	No Deviation
93	27	That all notices to be served name-----	No Deviation
94	28	JOINT ALLOTTEES – That in case there are Joint Allottees -----	No Deviation
95	29	Stamp Duty and Registration – The charges towards stamp duty and Registration of this Agreement -----	No Deviation
96	30	Dispute Resolution – Any dispute -----	No Deviation
97	31	GOVERNING LAW – That the rights and obligations -----	No Deviation
		IN WITNESS WHEREOF-----	No Deviation
		First Schedule Above Referred to Description of the freehold/leasehold land and all other details	First Schedule Above Referred to (SAID LAND)



Sr. no.	Clause No. as per Model Agreement	Original Clause as per Model Agreement	Revised Clause as per present Agreement for Sale for project PORTIA GRANDE
			All that piece and parcel of land being Sub-Divided Plot 1C, admeasuring 7126.39 sq. mtrs., inclusive of open space admeasuring 933.18 sq. mtrs. out of total land admeasuring 25628.97 sq. mtrs. bearing Survey No.13/3, 4, 5, 6, 7, 8/1, 8/2, 9, 10, 11, 12, 13B/1, 13B/2, 14, 15, 16, 17, 18, 19/Plot No.1 (New Survey No.13/3 to 19/Plot No.1/A3), situated at Village Balewadi, Taluka Haveli, District Pune and within the Registration District of Pune and Sub-Registration District of Taluka Haveli and within the limits of Pune Municipal Corporation: On or towards the North: By Survey No. 12; On or towards the East: By 30 Mtrs. wide D.P. Road and partly by Willows Society On or towards the South: By Willows Society On or towards the West: By Willows Society
		Second Schedule for common amenities and facilities	<u>Schedule-II Above Referred to (SAID PROJECT LAND)</u> All that piece and parcel of land being Sub-Divided Plot 1C, admeasuring 4900 sq. mtrs. out of land admeasuring 7126.39 sq. mtrs., inclusive of open space admeasuring 933.18 sq. mtrs. out of total land admeasuring 25628.97 sq. mtrs. bearing Survey No.13/3, 4, 5, 6, 7, 8/1, 8/2, 9, 10, 11, 12, 13B/1, 13B/2, 14, 15, 16, 17, 18, 19/Plot No.1 (New Survey No.13/3 to 19/Plot No.1/A3), situated at Village Balewadi, Taluka Haveli, District Pune and within the Registration District of Pune and Sub-Registration District of Taluka Haveli and within the limits of Pune Municipal Corporation:



Sr. no.	Clause No. as per Model Agreement	Original Clause as per Model Agreement	Revised Clause as per present Agreement for Sale for project PORTIA GRANDE																						
			On or towards the North: By Survey No.12, Balewadi On or towards the East: By remaining land of Survey No.13, Balewadi and 9 meter internal road On or towards the South: By remaining land of Survey No.13, Balewadi On or towards the West: By remaining land of Survey No.13, Balewadi																						
		Additional Schedule	Schedule-III Above Referred to Description of said Apartment																						
		Additional Schedule	Schedule-IV Above Referred to common amenities and facilities																						
		Additional Schedule added	Schedule- V Above Referred to PAYMENT SCHEDULE																						
			<table><tr><th>Amount</th><th>Stage</th></tr><tr><td></td><td>10% on or Before Agreement</td></tr><tr><td></td><td>10% on Completion of Excavation</td></tr><tr><td></td><td>10% on Completion of Basement/Raft</td></tr><tr><td></td><td>10% on Completion of Ground floor slab</td></tr><tr><td></td><td>4% on Completion of 1st floor slab</td></tr><tr><td></td><td>4% on Completion of 5th floor slab</td></tr><tr><td></td><td>4% on Completion of 10th floor slab</td></tr><tr><td></td><td>4% on Completion of 15th floor slab</td></tr><tr><td></td><td>4% on Completion of 20th floor slab</td></tr><tr><td></td><td>4% on Completion of 25th floor slab</td></tr></table>	Amount	Stage		10% on or Before Agreement		10% on Completion of Excavation		10% on Completion of Basement/Raft		10% on Completion of Ground floor slab		4% on Completion of 1 st floor slab		4% on Completion of 5 th floor slab		4% on Completion of 10 th floor slab		4% on Completion of 15 th floor slab		4% on Completion of 20 th floor slab		4% on Completion of 25 th floor slab
Amount	Stage																								
	10% on or Before Agreement																								
	10% on Completion of Excavation																								
	10% on Completion of Basement/Raft																								
	10% on Completion of Ground floor slab																								
	4% on Completion of 1 st floor slab																								
	4% on Completion of 5 th floor slab																								
	4% on Completion of 10 th floor slab																								
	4% on Completion of 15 th floor slab																								
	4% on Completion of 20 th floor slab																								
	4% on Completion of 25 th floor slab																								



Sr. no.	Clause No. as per Model Agreement	Original Clause as per Model Agreement	Revised Clause as per present Agreement for Sale for project PORTIA GRANDE
			4% on Completion of 30th floor slab 6% on Commencement of Flooring Unit 6% on Commencement of Toilet Dado Unit 6% on Commencement of Windows Unit 6% on Commencement of HVAC ducting Unit 6% on Commencement of first Coat Internal Painting of Unit 1% on or before possession of fit outs/Arch Civil Completion 1% on Occupancy Certificate Total
		SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER: _____ SIGNED AND DELIVERED BY THE WITHIN NAMED Allottee: (including joint buyers) 1) _____ 2) _____ in the presence of WITNESSES: 1.Name : _____ Signature : _____ 2.Name : _____ Signature : _____	No Deviation



Sr. no.	Clause No. as per Model Agreement	Original Clause as per Model Agreement	Revised Clause as per present Agreement for Sale for project PORTIA GRANDE
98		<u>ANNEXURE – 'A'</u> <u>Title Report</u> <u>ANNEXURE – 'B'</u> <u>(Authenticated copies of Property Card --- --).</u> <u>ANNEXURE – 'C-1'</u> <u>(Authenticated copies of the plans -----)</u> <u>ANNEXURE – 'C-2'</u> <u>(Authenticated copies of the plans of the Layout -----)</u> <u>ANNEXURE – 'D'</u> <u>(Authenticated copies of the plans and specifications of the Apartment -----)</u> <u>ANNEXURE – 'E'</u> <u>(Specification and amenities for the Apartment)</u> <u>ANNEXURE – 'F'</u> <u>(Authenticated copy of the Registration Certificate of the Project -----)</u> <u>ANNEXURE – 'G'</u> <u>(Copy of NA Order)</u>	<u>ANNEXURE – 'A'</u> <u>Title Report</u> <u>(No Deviation)</u> <u>ANNEXURE – 'B'</u> <u>(No Deviation)</u> <u>ANNEXURE – 'C-1'</u> <u>(No Deviation)</u> <u>ANNEXURE – 'C-2'</u> <u>(No Deviation)</u> <u>ANNEXURE – 'D'</u> <u>(No Deviation)</u> <u>ANNEXURE – 'E'</u> <u>(No Deviation)</u> <u>ANNEXURE – 'F'</u> <u>(No Deviation)</u> <u>ANNEXURE – 'G'</u> <u>(No Deviation)</u>

Place: Pune

Date:

FOR VILAS JAVDEKAR ECO HOMES

ADITYA
VILAS
JAVDEKAR

Digitally signed by
ADITYA VILAS
JAVDEKAR
Date: 2023.11.02
16:39:52 +05'30'

Mr. Aditya Vilas Javdekar

Partner



