

M/S. TOWNSHINE REALTIES PVT.LTD.

Branch Office at 9th Floor, Majestic Cityview Building, S.No. 510+511, Opposite Apsara Theater, Pune 411037.

Date:- 20/11/2023

TO WHOM SO EVER IT MAY CONCERN

I/We M/s. Townshine Realities Pvt.Ltd, having its Office at: 9th Floor, Majestic Cityview Building, S.No. 510+511, Gultekadi, Pune - 411037, through its authorized director Mr. Sanjay Bhawarlal Mehta, Promoter of the proposed project known as "Evolvus-Phase-I" situated at S.No. 39/1, having an area admeasuring 9499.98 sq.mtrs out of total area admeasuring 48662.21 sq.mtrs situated at village Kharadi, Taluka Haveli, District Pune.

Further, we hereby state that there are following deviation in Agreement to Sale as prescribed by Maharera.

1. Consideration :

(Point No. 1. III) The Allottee/s agrees to pay to the Promoter, the Total consideration of Rs. _____ (Rupees _____) in the following manner:

S.No	Particulars	%	Amount
1	to be paid before the registration of the present Agreement	10%	_____-/-
2	to be paid on or after or at the execution of Agreement	10%	_____-/-
3	On Plinth/Foundation Stage	10%	_____-/-
4	On or before 1st Floor	10%	_____-/-
5	On or before 4th Floor	5%	_____-/-
6	On or before 7th Floor	5%	_____-/-
7	On or before 10th Floor	5%	_____-/-
8	On or before 13th Floor	5%	_____-/-
9	On or before Commencement of Brickwork and other related works	15%	_____-/-
10	On or before Commencement of Plaster and other related works	10%	_____-/-
11	On or before Commencement of Tilling and other related works	10%	_____-/-
12	At the time of Possession	5%	_____-/-
	Total	100%	_____-/-

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2. (point no.1 - iv) the Promoter shall not be held liable, responsible for the payment of such charges at any time and for any reason whatsoever.
3. (point no.1 - viii) The Allottee/s herein shall pay the aforesaid consideration to the Promoter herein on due date or within 15 days from the Allottee/s receiving the written intimation from the Promoter calling upon the Allottee/s to make the payment. Payment of instalment of Consideration by the Allottee/s in time as per these presents is the essence of this contract.
4. (point no.1 - xi) The Allottee/s herein is well aware that, the Central Government of India has inserted Sec.194-IA in Income Tax Act 1961 imposed responsibility on Allottee/s, if consideration payable by the Allottee/s to the Promoter is more than Fifty Lakh, then at the time of credit of such sum to the account of Promoter or at the time of payment of such sum in cash or by issue of cheque or draft or by any other mode whichever is earlier deduct an amount equal to 1% of such sum as income tax thereon and accordingly if the Allottee/s herein made any deduction on account of tax deducted at source (TDS) and within 15 days from the end of month in which deduction is made produced original Challan-cum-statement in Form No.26QB u/s 194-IA of Income Tax Act 1961 read with Income.
5. (point no.3) In case of any financing arrangement entered into by the Allottee/s with any financial institution with respect to the purchase of the said Flat/Unit, the Allottee/s undertakes to direct such financial institution to pay all such amounts towards the sale Consideration and the Allottee/s shall ensure that such financial institution shall disburse all such amounts towards sale price due and payable to the Promoter through an account payee cheque /order /demand draft to be deposited in such account as directed by the Promoter to the Allottee/s. Even if the Allottee/s has obtained a loan from any Bank or Financial Institution for payment of the Consideration (or part thereof) in respect of the said Flat/Unit, the Allottee/s shall be solely responsible and liable to ensure timely payment of the Consideration (or part thereof) and all other statutory amounts payable under this Agreement to the Promoter, as and when due, even if the loan or part thereof is not disbursed by the Bank / Financial Institution for any reason whatsoever.
6. (point no.4) If at any time after the date of execution of this Agreement, there is any upward change in the other charges due to enhancement in government and statutory dues / taxes / cess / charges under the Applicable Laws, due to any change / amendment / modification to the Applicable Laws, taxes, other government charges/ deposits, increase of deposits/ charges by Government authority or private supplier for supply of electricity and water, cost of additional fire safety measures, revision of

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- ground rent, or outgoings of any kind or nature; whether prospectively or retrospectively the Allottee/s shall be liable to pay the said additional charges and taxes to the Promoter. The Allottee/s agree/s and confirm/s to pay the same to the Promoter within 15 days from the date of demand being raised by the Promoter.
7. (point no.5) If the Allottee/s fail/s to pay any such additional charges as mentioned in the clause hereinabove within the date stipulated therein, in that event, in addition to the penalty, fines, etc. charged by the government authority or private supplier, as the case may be, Allottee/s shall be liable to pay such additional charges along with simple interest at the rate of 12% per annum on the unpaid amount computed from the date of service of a written notice / demand notice till the date of actual payment.
 8. (point no.13) That as it is informed to the Allottee/s that the common amenities shall be completed in due course of time the Allottee/s shall not refuse to take the possession and that shall not be the ground to deny taking Possession of the said Flat/Unit.
 9. (point no.14) The Allottee/s shall not be entitled to claim possession and transfer of the said Flat/Unit until the Allottee/s has/have paid entire dues and consideration payable to the Promoter under this agreement or by a separate contract or otherwise.
 10. (point no.16) **Formation of the Organization:-**The Promoter shall have option to submit Said Project Land and Building constructed upon it to the provisions of Maharashtra Apartment Ownership Act, 1970 or to form Co-operative Society of the Allottee/s. The Allottee/s hereby agrees and confirms that the decision taken by the Promoter to submit the Said Project Land and building constructed upon it to the provisions of Maharashtra Apartment Ownership Act, shall be final and binding upon the Allottee/s. The Promoter shall also have an option to form a separate society for separate Building/s Towers and Allottee/s shall not object for the same.
 11. (point no. 17) **Maintenance charges and its Utilization:-**
 - A. The maintenance charges includes following charges/expenses:
 - i. Housekeeping and cleanliness.
 - ii. Maintenance contracts of lifts, generators, Sewage Treatment plant (STP), pumping system, water pumps, CCTV cameras, Organic Waste Converter (OWC), Tank cleanings, Fire Fighting Equipment's, PV solar System, intercom, Mechanize car park system(if provided) etc.
 - iii. Running cost of all the equipment and instruments above (except the cost of electricity generator supply to individual Flat/s, which would be payable by the Allottee thereof in equal share together with other Allottes in the concerned building)
 - iv. Common electricity bills for common area of buildings and common areas of the Society

M/S. TOWNSHINE REALTIES PVT.LTD.

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- v. Security charges for building/s and common areas
- vi. Common Gardening charges, Operating and electrical charges including the charges for renewal of equipment's like OWC, STP, WTP etc
- vii. Electricity charges for lifts (which are dependable) and also for common electric charging station, Mechanical parking system.
- viii. Expenses of water as may be required to be purchased from private sources (if provided) and all other related expenses.
- ix. Running expenses for clubhouse, (Gym) and play grounds and equipment's thereof.
- x. Administration expenses, salaries, remunerations, commissions, payments of work orders, etc. for staff engaged in day to day expenses after the completion of the project and the whom has been specifically appointed for the said reason only.
- xi. Nonagricultural taxes if any applicable and any other similar taxes after the completion of the project and as laid down by the PMC or any local bodies.
- xii. Pest control expenses after the completion of the unit.
- xiii. Expenses incurred for maintenance of common service lines & replacements of electric switches/light points.
- xiv. Elevator repairs & maintenance contracts along with lift inspection charges.
- xv. Firefighting certification procedure after completion
- xvi. Operational and electricity charges for the sewage treatment plant for the Society
- xvii. Property tax after the completion.
- xviii. Any other taxes, levies; cess etc. of the property,
- xix. Any other statutory charges,

It is agreed between the parties that the above maintenance amount shall not include the items mentioned below, and the Allottee/s and/or the society either individually or through any appointed agency or, shall have to bear the following expenses, entirely from separate contribution other than the maintenance amount made by the Allottee/s or which may be adjusted by the promoter from the same if not paid by the Allottee/s from the above maintenance charges account only.

- i. Insurance for building/Flats/equipment's/machinery, towards theft, fire etc. and any other such expenses,
- ii. Sinking fund if opened by the promoter from the extra money collected from the unit holders.
- iii. Repairs of the building for leakages, seepage to the property or any part thereof.
- iv. Wear and tear charges for the building as whole.

M/S. TOWNSHINE REALTIES PVT.LTD.

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The Allottee/s has understood entire scheme of maintenance in detail. The Allottee/s has admitted and agreed to the same so that maintenance of building and project is not hampered due nonpayment of maintenance charges by Allottee/s.

The Promoter reserves their rights to reschedule / revise / increase the amounts of maintenance, depending upon time to time increasing structure of maintenance expenses and the Allottee/s have also agreed upon the same.

If required the Promoter may maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

12. (point no.18) PAYMENT OF TAXES, CESSSES, MAINTENANCE, ETC.:

From the date of possession in respect of the said Flat/Unit the Allottee/s herein shall be liable to bear and pay all taxes, cesses in respect of the said Flat/Unit and non-agricultural assessment in respect of the said Land/property to the respective authorities or/and to the ad-hoc committee appointed by the Promoters, authorized committee of the Association or Society which is to be formed by the Promoters herein as stated herein before. But it is specifically agreed between the parties hereto that, the Promoters are not responsible/liable to pay or share in the aforesaid expenses in respect of unsold said Flat/Unit in the building, which is under construction on the said Land/property. The Allottee/s shall also be liable to pay any taxes such as Goods and services tax (GST) or any other tax or levy, etc., if applicable as regards to the said maintenance service to be provided.

In the event the expense increase, the Allottee/s shall pay such additional amounts as demanded by the Promoter within a period of 15 days from the date on which such demand has been raised by the Promoter, failing which the Promoter shall charge interest - as per State Bank of India highest Marginal Cost of Lending Rate plus 2% percent per annum on such amount as is due. The maintenance of the Building/Tower will not hamper in any way due to non-payment of such maintenance amount by the Allottee/s.

The maintenance charges shall be paid to the promoter along with the GST and all other Taxes from time to time.

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13. CONVEYANCE:

- i) (point no.19 (iii)) The Allottee/s hereby agrees that Promoter has option to form separate societies of separate buildings/Towers and also have option to execute separate conveyance for each building and proportionate undivided share in common areas. If the Promoter decides to execute separate conveyance for separate buildings, then in that case Promoter has right to utilize FSI and Transferable Development rights available against the Promoter's land, anywhere on the project land and in case of such conveyance separate clause will be incorporated in the deed of conveyance disclosing use of FSI for the respective portion of land. If in case there is disproportionate distribution of FSI, Allottee/s has no right to object for the same. If in case before completion of the project Promoter decides to execute the separate conveyance for the building in which the said Flat/Unit is located, then in that case the Association/ society shall give power of attorney to the Promoter to revise the building plans and to sign any necessary application, to submit affidavit, undertaking and indemnity bond. It is specifically brought to the notice of the Allottee/s that they have no right to ask subdivision of the respective land as layout of the Said Land is one.
- ii) It is specifically agreed and declared that the deed of conveyance of the building and land beneath it in favour of the body shall contain such covenants as may be necessary in the circumstances of the case. A covenant by Allottee/s is to indemnify and keep indemnified the Promoter against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions

14. (point no.21) The Allottee/s or himself/ themselves with intention to bring all persons into whosoever hands the said Flat/Unit may come, hereby covenants with the Promoter as follows –

- i) (point no.21 - xiii) The Allottee/s shall take all the precautions while using swimming pool, club house, Mechanized Parking, gymnasium, attached terrace and other common amenities so that there shall not be any accidents. The Promoter shall not be liable for any accident arising out of act or omission of the Allottee/s or anybody using such amenities through the Allottee/s. the Allottee/s shall follow all the rules and regulations defined for such common amenities from time to time.
- ii) (point no.21 - xiv) The Promoter shall not be responsible for any warranty & guarantee of any products, other than the same which is specifically provided by the respective company/ manufacturer of the products which are used in constructing the building and also for providing the amenities as agreed herein. The Allottee/s shall not raise any dispute thereto nor shall object to the same.

M/S. TOWNSHINE REALTIES PVT.LTD.

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- iii) (point no.21 - xv) The Allottee/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi-governmental agencies and pollution control board and which may include operation of the rain water harvesting, water treatment plants, Sewerage/Effluent Treatment Plant (if any), fossil fuel generators, Dependable parking (if any), solar water heater, photo-voltaic lights/panels, ventilation devices, firefighting system/equipment/alarms/sprinklers, organic waste convertors, solid waste segregation, garbage chute and other equipment and processes etc.

15. (point no.36) TERMINATION OF AGREEMENT :

- i) Without prejudice to the right of promoter to charge interest in terms of clause in the agreement, on 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 his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee/s committing consecutive defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement. Provided that, Promoter shall give notice of (15) fifteen days in writing to the Allottee/s, by Registered Post AD at the address provided by the Allottee/s and mail at the e-mail address provided by the Allottee/s, 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.
- ii) If the Allottee/s 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/s, upon the Allottee/s to execute and register a Deed of Cancellation, without interest thereon within a period of 60 (Sixty) days of the termination, after deducting (i) adjustment and recovery of administrative expenses of an amount of equivalent to 5% of agreement value or any other amount which may be payable to the Promoter by the Allottee/s as and by way of liquidated damages; (ii) cost of extra works, if any (iii) registration Fees and stamp duty charges, amount charged towards GST, Service Tax and/or any other taxes paid to the Promoter and/or paid to the Governmental authorities. The Promoter shall refund the balance of sale consideration of the said Flat/Unit which may till then have been paid by the Allottee/s to the Promoter after deductions as mentioned above. Thereafter, the Promoter herein shall be entitled to deal with the said Flat with any prospective buyer.

M/S. TOWNSHINE REALTIES PVT.LTD.

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- iii) In the event of termination of Agreement as aforesaid, the Allottee/s will not be entitled to claim/demand any interest and/or compensation from the Promoter. Notwithstanding anything contained above, none of the other rights, remedies, contentions, compensation and claims available to the Promoter against the Allottee/s on facts and in law on and/or as a result of such termination, shall however, be adversely affected or prejudiced.
- iv) In the event the Allottee/s delays in coming forth for the registration of the Deed of Cancellation, interest shall be payable by the Allottee/s for such delayed period to the Promoter, keeping in mind the fact that the delay in executing the cancellation agreement creates an encumbrance on the said flat/Unit. The Allottee/s shall submit the Original Agreement/s, receipts, forms of the Said Flat/Unit to the Promoter immediately.
- v) The amount stated in this clause shall be paid by the Promoter to the Allottee/s, within 60 (Sixty) days from the date of deed of cancellation, by cheque/transferred directly to the account of the Allottee/s herein by RTGS/NEFT transfer along with notice in writing by Registered Post A. D. and on such condition the Promoter shall be entitled to resale the said Flat/Unit and/or dispose of or otherwise alienate the same in any of the manner as the Promoter herein in his/its/their sole discretion thinks fit.
- vi) The Allottee/s agrees that upon termination of this Agreement as aforesaid, the Promoter shall be released and discharged of any and all liabilities and obligations under this Agreement and the Allottee/s hereby irrevocably authorizes the Promoter to dispose off and sell the Flat/Unit and all rights incidental thereto to such person or persons at such price and on such terms and conditions as the Promoter may deem and think fit in its absolute discretion and the Allottee/s shall not be entitled to raise any objection to the same and this Agreement (and related documents, if any) shall be deemed to stand cancelled and the Allottee/s shall cease to have any right title interest claim demand of any nature whatsoever against the Flat (including rights incidental thereto) or any part thereof and/or against the Promoter.

16. (point no.37)Stamp Duty and Registration:-

INVESTOR CLAUSE:

The Allottee/s have informed the Promoter that, the Allottee/s may act as an Investor and as per the Maharashtra Stamp Act 1958 schedule I Article 5(g-a) (II) if the Allottee/s transfers/ Assignees the rights under this Agreement to any subsequent Allottee/s as per provisions of Act, the Allottee/s is entitled to get adjusted the stamp duty payable on such transfers/assignment and further as per Maharashtra Stamp Act 1958 Schedule-I, Article 25.

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Further, we hereby state that there is No Deviation in Agreement to Sale as prescribed by Maharera, except mentioned herein above.

Thanking you,



TOWNSHINE REALTIES PVT LTD.

Through its authorized director

Mr. Sanjay Bhawarlal Mehta

(Promoter/Developer)