

To,

The Chairperson,

The Maharashtra Real Estate Regulatory Authority,
6th & 7th Floor, Housefin Bhavan,
Plot No. C-21, E-Block, Bandra Kurla Complex,
Bandra (East), Mumbai-400 5051

Date 21/05/2024

Subject: Details of deviations with respect to the proforma of the agreement for sale in relation to the project "**Osian Almanova Phase 1**".

Reference: Order No. 35/2022 dated August 12, 2022, bearing reference no. MahaRERA/Secy/File No. 27/221/2022 issued by MahaRERA.

Respected Sir,

With Reference to the subject mentioned above, the details of deviations with respect to the proforma of the agreement for sale in relation to the project "**Osian Almanova Phase 1**" are as follows –

Nur. Vohra

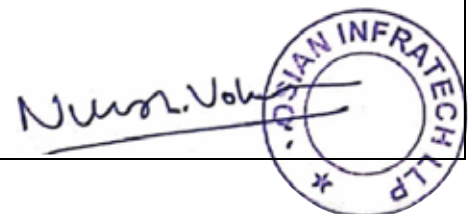


Sr. No.	Page No. (in Agreement)	Clause no. of Agreement for sale	Clauses deviated from the Agreement for Sale.																																																						
1)	7/48	5.1	<p>5j PAYMENT IN INSTALLMENTS :- 5.1 The total agreed consideration as mentioned hereinabove is Rs. _____/- [Rupees _____ only]. The Allottee herein shall pay the aforesaid agreed consideration to the Promoter herein in the following manner :-</p> <table border="1" data-bbox="776 594 1365 1495"> <thead> <tr> <th>Percentage</th> <th>Particulars</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td>10%</td> <td>At the time of booking</td> <td></td> </tr> <tr> <td>20%</td> <td>Within a period of 30 days from the date of execution of this agreement</td> <td></td> </tr> <tr> <td>5%</td> <td>On Completion of Stilt/Ground Floor of A-WING</td> <td></td> </tr> <tr> <td>5%</td> <td>On Completion of Podium 1 Floor of A-WING</td> <td></td> </tr> <tr> <td>5%</td> <td>On Completion of Podium 2 Floor of A-WING</td> <td></td> </tr> <tr> <td>5%</td> <td>On Completion of Podium 3 Floor of A-WING</td> <td></td> </tr> <tr> <td>5%</td> <td>On Completion of Podium 4 Floor of A-WING</td> <td></td> </tr> <tr> <td>5%</td> <td>On Completion of 3rd Floor</td> <td></td> </tr> <tr> <td>5%</td> <td>On Completion of 10th Floor</td> <td></td> </tr> <tr> <td>5%</td> <td>On Completion of 18th Floor</td> <td></td> </tr> <tr> <td>5%</td> <td>On Completion of 25th Floor</td> <td></td> </tr> <tr> <td>5%</td> <td>On completion of walls, internal plaster, flooring, doors and windows of the said apartment</td> <td></td> </tr> <tr> <td>5%</td> <td>On completion of staircases, lift wells, lobbies upto the floor level of the said apartment</td> <td></td> </tr> <tr> <td>5%</td> <td>On completion of the external plumbing and external plaster, elevation, terraces with water proofing of the building in which the apartment is located.</td> <td></td> </tr> <tr> <td>5%</td> <td>On completion of lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain</td> <td></td> </tr> <tr> <td>5%</td> <td>At the time of handing over of possession of the apartment</td> <td></td> </tr> <tr> <td>100%</td> <td>TOTAL CONSIDERATION</td> <td></td> </tr> </tbody> </table>	Percentage	Particulars	Amount	10%	At the time of booking		20%	Within a period of 30 days from the date of execution of this agreement		5%	On Completion of Stilt/Ground Floor of A-WING		5%	On Completion of Podium 1 Floor of A-WING		5%	On Completion of Podium 2 Floor of A-WING		5%	On Completion of Podium 3 Floor of A-WING		5%	On Completion of Podium 4 Floor of A-WING		5%	On Completion of 3 rd Floor		5%	On Completion of 10 th Floor		5%	On Completion of 18 th Floor		5%	On Completion of 25 th Floor		5%	On completion of walls, internal plaster, flooring, doors and windows of the said apartment		5%	On completion of staircases, lift wells, lobbies upto the floor level of the said apartment		5%	On completion of the external plumbing and external plaster, elevation, terraces with water proofing of the building in which the apartment is located.		5%	On completion of lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain		5%	At the time of handing over of possession of the apartment		100%	TOTAL CONSIDERATION	
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2)	9/48	5.12	<p>5.12] Clause 5.12- added portion: In case of any financial arrangement entered into by the Allottee with any financial institution with respect to the purchase of the said apartment, the Allottee undertakes to direct such financial institution to pay all such amounts towards the sale Price and the Allottee shall ensure that such financial institution shall disburse all such amounts towards sale price due and payable to the develop through an account pay order/ demand draft drawn in favour of the Promoter herein. Even if the Allottee has obtained a loan from any Bank or Financial Institution for payment of the consideration (or part thereof) in respect of the said apartment, the Allottee 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.</p>
3)	10/48	5.15	<p>5.15] Clause 5.15 added portion: In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest from the due date till the date of receipt by the Promoter on all the amounts within 7 days from the date of receipt of intimation from the Promoter. In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any payment cheque, the Promoter has no obligation to return the original dishonoured cheque.</p>



4)	13/48	12.1	<p>Clause 12 Added Portion-</p> <p>12] TERMINATION OF AGREEMENT BY PROMOTER:-</p> <p>12.1] Without prejudice to the right of the Promoter to charge interest on delayed payment if the Allottee commits default in payment of three installments on due dates of any amount due and payable by the Allottee to the Promoter under this Agreement (including his proportionate share of taxes levied by concerned local authority and other outgoings) and on the Allottee committing default of payment of installments or on the Allottee committing breach of any terms and conditions of this agreement, the Promoter shall at its own option, may terminate this Agreement.</p>
5)	13/48	12.2	<p>12.2] Provided always that the power of termination herein before contained shall not be exercised by the Promoter unless and until the Promoter has duly served a 30 days' notice in writing to the Allottee of its intention to terminate this agreement and of the specific breach or breaches of the terms and conditions in respect whereof it is intended to terminate this agreement. If the Allottee defaults in remedying such breach or beaches within the period of the notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement by sending a cancellation letter in the manner intimating him of the specific breach/default or breaches/default of terms and conditions in respect of which the Promoter is terminating this agreement. The Allottee has irrevocably agreed to the same, provided further that upon termination of this Agreement, the Promoter shall refund the balance, if any, to the Allottee the installments of the consideration which the Allottee might have till then paid to the Promoter, but without any interest and only after deducting (i) liquidated damages in addition to any interest at the rate specified herein payable on outstanding amount overdue from the Allottee, (ii) the stamp duty, registration charges, cost of extra work etc, (iii) the amount of GST LBT or any other taxes/cess/ premiums/ levies/ charges/ etc. charged by the Promoter from the Allottee (iv) All amounts (including taxes) paid or payable as brokerage fee to any real estate agent, broker, channel partner, institution etc. by the Promoter in respect of the booking of the Allottee (v) All outgoings, deposit and other charges as specified herein till the date of issuance of the cancellation letter including amounts towards formation of the society/ owners (as may be applicable) (v) All amount incurred towards insurance by the Promoter in respect of booking of the said apartment and (vi) Any other amount which may be payable to the Promoter as specified herein within a period of 30 days from the date of registration of the deed of cancellation as mentioned herein below.</p>

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6)	14/48	12.3	12.3] If the Allottee herein availed loan against the said Apartment from any financial institute, etc. then in the event of termination, the Allottee herein shall not be entitled to receive the aforesaid refund till the Allottee produces a No Dues Certificate and Release Deed executed by such financial institute to the effect that the encumbrance of loan and any interest due thereon on the said Apartment has been released. Further, the consent from the said bank, financial company, institute, etc. for resale of the said apartment will not be required subject to that the loan amount which has been disbursed from the financial company to the Promoter shall be repaid by the Allottee to the bank, financial company, institute, etc. The Allottee shall make aware of this clause to the financial company by separate letter.
7)	14/48	12.4	12.4] In the event of termination, Promoter shall not be responsible to refund any taxes and duties such as GST, LBT, stamp duty, registration charges or any other taxes/cess/fees/charges/ premiums etc. which were paid to the Government and the Allottee shall apply for refund at their own effort and cost.
8)	14/48	12.5	12.5] Further, in the event of termination, all the instruments under whatsoever head executed between the parties hereto shall automatically stand cancelled and neither the Promoter nor the Allottee shall have any right, title, interest or claim against each other except as provided hereinabove.
9)	14/48	12.6	12.6] Further it is agreed by the Allottee that on termination for this agreement, the Allottee consents to the resale of the said Apartment and the registration of cancellation of this agreement and/or new registration of the said Apartment on resale. For the purpose of cancellation of this agreement, the Promoter shall present the cancellation deed duly stamped at the proper registration office for registration and the Allottee or his assignee/ nominee/ attorney shall attend such office and admit execution thereof. The stamp duty and registration charges payable on the deed of cancellation shall be borne and paid by the Allottee alone. The Promoter shall not be liable to repay the amount payable unless and until the Allottee confirms the termination by execution and registration of a Deed of Cancellation.

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10)	14/48	12.7	12.7] In the event the Allottee is untraceable and/or unreachable and /or do not accept refund amount, the Promoter shall place the balance refund amount in an interest free escrow account of a Bank. The date of such personal handover or courier of cheque(s) or transfer to the interest free account would be deemed to be the date on which the Promoter has refunded the balance amount and the Promoter's liability shall end on such date.
11)	14/48	12.8	12.8] The Promoter at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with interest thereon and in addition the Promoter shall also be entitled to damages because of the losses suffered due to delay in payment of the balance consideration.
12)	14/48	12.9	12.9] It is agreed that in the event of termination of this agreement, the sole right of the Allottee would be to obtain refund of payments due to him in the manner specified hereinabove and the Allottee will not have the right to cause stoppage of work of the Project or seek any relief in the nature of restraining the work relating to the said Apartment or the Project nor shall the Allottee seek any claim against the Promoter, and the Allottee specifically waives all such rights, if any, as relating to the said Apartment and the Project.
13)	15/48	12.10	12.10] The Allottee agrees that dispatch of the cheque/pay order/demand draft from the Promoter towards the said refund by hand delivery / registered post at the address of the Allottee provided herein, whether the Allottee accepts the delivery and/or encashes the cheque or not; or payment of the refund amount as aforesaid by RTGS, will amount to refund and full discharge of the Promoter's obligation in respect thereof.


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14)	31/48	29.17 to 29.20	<p>Clause 29.17 to 29.20 added portion:</p> <p>29.17] The Parking spaces allotted/given for exclusive use to the Allottee shall be used only for the purpose of parking and not for storage purposes. In case of transfer of the said apartment, the right to use the car parking space shall be automatically transferred along with the said apartment. The right to use the car parking space under no circumstances is separately transferable.</p> <p>29.18] The Allottee hereby further warrants and confirms that the Allottee shall, upon formation of the Society/Ultimate body and / or execution of conveyance, as contemplated herein, cause such Society/ Ultimate body to confirm and ratify and shall not permit the Society/ Ultimate body to alter or change the allocation of Car Parking Spaces in the manner allocated by the Promoter to the various Allottees (including the Allottee herein) of the apartments in the said Building and the Project.</p> <p>29.19] The Allottee undertakes to indemnify the Promoter against all actions, proceedings, costs, claims and demands in respect of any breach, non-observance or non-performance of such obligations, covenants and stipulations contained herein.</p> <p>29.20] The consideration paid by the Allottee is inclusive of the Allottee's right only to use the passage and the lobby area for entry and exit and does not include any ownership rights with respect to such areas. Such areas shall be conveyed to the Society at the time of conveyance.</p>
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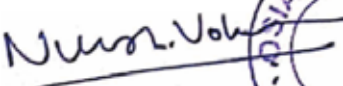



15)	40/48	32.5	<p>32.5] Clause 32.5 added portion:</p> <p>The Allottee herein is well aware that, the Central Government of India has inserted Sec.194-IA in Income Tax Act 1961 and imposed responsibility on Allottee if consideration payable by the Allottee to the Promoter is more than Fifty Lakhs then 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 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 produce original challan-cum-statement in Form No.26QB u/s.194-IA of Income Tax Act, 1961 read with Income Tax Rule 30 (a)(2A) & 31A in the name of Promoter herein with PAN =AAIFO0658A then only the Promoter will acknowledge receipt of part consideration of said apartment for the amount equal to deducted and paid under such challan-cum-statement.</p> <p>Provided that, at the time of handing over the possession of the said apartment if any such challan-cum-statement in Form No.26QB is not produced by the Allottee, then Allottee herein shall deposit amount as interest free deposit with the Promoter equivalent to the amount which is to be paid by the Allottee under aforesaid provision and which deposit amount will be refunded by the Promoter to the Allottee on submitting challan-cum-statement in Form No.26QB within 15 days from the end of the month in which possession of the apartment is delivered by the Promoter to the Allottee.</p> <p>Provided further that at the time of handing over the possession of the Apartment, if any such certificate is not produced, the Allottee shall pay equivalent amount as interest free deposit to the Promoter, which deposit shall be refunded by the Promoter on the Allottee producing such certificate within 4 months of the possession.</p> <p style="text-align: right;">  </p>
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16)	42/48	36	<p>36] Clause 36 added portion: :- RIGHT OF THE PROMOTER OVER UNSOLD UNITS</p> <p>In the event of the Promoter executing Deed of Conveyance in favour of the co-op. society, the Promoter shall have a right to dispose off the remaining unsold premises/ units in the said building in such manner as he think fit and the sale proceeds thereof shall belong absolutely to the Promoter and the Allottees of such remaining premises/ units shall be accepted as members of such co-op. society. The Promoter and or the Allottee in that case shall not be required to pay any transfer fees to the co-op. society of all the Allottees.</p>
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We request that you, kindly note the above and issue us a RERA registration certificate for the project **“Osian Almanova Phase 1”** at the earliest.

Thanking You,
Yours faithfully,
For, Osian Infratech LLP

Mr. Nitesh Vohra
(Authorized Signatory)

Date 21/05/2024