

Deviation Sheet (As per Order No.35/2022 dated 12/08/2022):

PART / Clause / Page No.	As per Model Agreement for Sale	Deviations / Modifications	Additions (As per the Project requirement)
Part-A Recital			Z. The Prospective Lessee is interested to take the said Property in the said FCP-Phase2A with the knowledge that the said Property is a Leasehold Property and not a Freehold Property, and pursuance of the same the Prospective Lessee has thoroughly inspected/verified all the documents of title relating to the said FCP-Phase2A and the Township Project under the existing law applicable to the said FCP-Phase2A and Township Project, including the relevant orders, and the approval of plans, designs and specifications prepared by the Developer's Architects and all other documents to his/her own satisfaction, for which the Developer had extended all possible co-operation to verify the rights of the Parties as well as the title of the said Property agreed to be taken on lease by the Prospective Lessee. The Developer has also granted inspection of all relevant building plans, including that of common areas as defined in section 2 (n) of the Real Estate (Regulation and Development) Act 2016. AA. The Prospective Lessee, by agreeing to the terms and conditions as set out in the application for booking/allotment, has applied to the Developer for the allotment of the said Property. AB. The Developer has in terms of the Allotment Letter dated executed with the Prospective Lessee, agreed to lease and the Prospective Lessee has agreed to take on leasehold occupation basis, the said Property for a total lease consideration of Rs...../- (RupeesOnly) (hereinafter referred to as "Lease Consideration" and/or "Total Price" and more fully detailed in the Schedule – D to this Agreement) and as per the terms and conditions set-forth hereinafter.
Clause 1(a)(iii)			The lease period commences from the date of registration of the Lease Deed of the said Property by the Developer in favour of the Prospective Lessee and expires on 21 st June 2105 as mentioned in the Development Agreement 08 th December, 2017.
Clause 1(i)			COMPLIANCE OF RBI GUIDELINES BY NRI PROSPECTIVE LESSEES: The Prospective Lessee (if NRI) shall abide by the prevailing Foreign exchange laws, notifications, guidelines, RBI regulations etc., for the allotment of the said Property in his/her name in India and shall pay the Lease Consideration in INR within the stipulated time as mentioned in the Payment Schedule through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "Nagpur Integrated Township Pvt. Ltd", payable at Nagpur.

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Clause 1(c)	The Prospective Lessee (s) has paid on or before execution of this Agreement a sum of Rs _____/- (Rupees _____ only) (not exceeding 10% of the total lease consideration) as advance payment or application fee and hereby agrees to pay to the Developer the balance amount of Rs. _____/-(Rupees..... Only) in the following manner:- i. Amount of Rs. _____/(Rupees _____ Only) (not exceeding 30% of the total lease consideration) to be paid to the Developer after the execution of Agreement ii. Amount of Rs. _____/(Rupees _____ Only) (not exceeding 45% of the total lease consideration) to be paid to the Developer on completion of the Plinth of the building or wing in which the said Property is located. iii. Amount of Rs. _____/(Rupees _____ Only) (not exceeding 70% of the total consideration) to be paid to the Developer on completion of the slabs including podiums and stilts of the building or wing in which the said Property is located. iv. Amount of Rs. _____/(Rupees _____ Only) (not exceeding 75% of the total consideration) to be paid to the Developer on completion of the walls, internal plaster, floorings doors and windows of the said Property. v. Amount of Rs. _____/(Rupees _____ Only) (not exceeding 80% of the total consideration) to be paid to the Developer on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Property. vi. Amount of Rs. _____/(Rupees _____ Only) (not exceeding 85% of the total consideration) to be paid to the Developer on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Property is located.. vii. Amount of Rs. _____/(Rupees _____ Only) (not exceeding 95% of the total consideration) to be paid to the Developer on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in approval of the building or wing in which the said Property is located. viii. Balance Amount of Rs. _____/(Rupees _____ Only) against and at the time of handing over of the possession of the said Property to the Prospective Lessee (s) on or after receipt of occupancy certificate or completion certificate.	1(c) The Prospective Lessee (s) has paid on or before execution of this Agreement a sum of Rs _____/- (Rupees _____ only) (not exceeding 10% of the total Lease Consideration) as advance payment or application fee and hereby agrees to pay to the Developer the balance amount of Rs. _____/(Rupees..... Only) as per the Schedule D of this Agreement. Schedule-D Payment Schedule <table><tr><td>1</td><td>At the time of booking 0.5% of the Lease Consideration and 9.5% before signing & execution of the Agreement for Lease or within 30 days of booking application whichever is earlier (including Token Amount)</td><td>10%</td></tr><tr><td>2</td><td>On Completion of Foundation / Plinth of the building in which the said apartment is located</td><td>10%</td></tr><tr><td>3</td><td>On Completion of Stilt Level Slab of the building in which the said apartment is located</td><td>15%</td></tr><tr><td>4</td><td>On Completion of 1st to 3rd Slab of the building in which the said apartment is located</td><td>10%</td></tr><tr><td>5</td><td>On Completion of 4th to 6th Slab of the building in which the said apartment is located</td><td>10%</td></tr><tr><td>6</td><td>On Completion of 7th to 9th Slab of the building in which the said apartment is located</td><td>10%</td></tr><tr><td>7</td><td>On Completion of 10th to 12th Slab of the building in which the said apartment is located</td><td>10%</td></tr><tr><td>8</td><td>On Completion of Roof Slab of the building in which the said apartment is located</td><td>10%</td></tr><tr><td>9</td><td>On completion of the walls of the said Apartment.</td><td>5%</td></tr><tr><td>10</td><td>On completion of the Sanitary fittings, of the said Apartment</td><td>5%</td></tr><tr><td>11</td><td>On Completion of Works and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate</td><td>5%</td></tr></table>	1	At the time of booking 0.5% of the Lease Consideration and 9.5% before signing & execution of the Agreement for Lease or within 30 days of booking application whichever is earlier (including Token Amount)	10%	2	On Completion of Foundation / Plinth of the building in which the said apartment is located	10%	3	On Completion of Stilt Level Slab of the building in which the said apartment is located	15%	4	On Completion of 1 st to 3 rd Slab of the building in which the said apartment is located	10%	5	On Completion of 4 th to 6 th Slab of the building in which the said apartment is located	10%	6	On Completion of 7 th to 9 th Slab of the building in which the said apartment is located	10%	7	On Completion of 10 th to 12 th Slab of the building in which the said apartment is located	10%	8	On Completion of Roof Slab of the building in which the said apartment is located	10%	9	On completion of the walls of the said Apartment.	5%	10	On completion of the Sanitary fittings, of the said Apartment	5%	11	On Completion of Works and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate	5%	
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Clause 2.3			That in case the Prospective Lessee wants to avail a loan facility from his/her employer or financing bodies, to make payment towards the balance Lease Consideration for the Property allotted, the Developer shall only facilitate the process and the terms of the financing agency shall exclusively be binding and applicable upon the Prospective Lessee only. The responsibility of getting the loan sanctioned and disbursed, as per the Developer's schedule of payment will rest exclusively on the Prospective Lessee. In the event of the loan not being																																	

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			sanctioned or the disbursement getting delayed, the payment to the Developer, as per Payment Schedule, shall be ensured by the Prospective Lessee, failing which, the allotment shall be governed by the provision contained in this Agreement.
Clause 4.1	If the Developer fails to abide by the time schedule for completing the Project and handing over the said Property to the Prospective Lessee (s), the Developer agrees to pay to the Prospective Lessee (s), who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Prospective Lessee (s), for every month of delay, till the handing over of the possession of the said Property. The Prospective Lessee (s) agrees to pay to the Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the Prospective Lessee (s) to the Developer under the terms of this Agreement from the date the said amount is payable by the Prospective Lessee (s) to the Developer.	If the Developer fails to abide by the time schedule for completing the Project and handing over the said Property to the Prospective Lessee (s), the Developer agrees to pay to the Prospective Lessee (s), who does not intend to withdraw from the Project, interest as specified in the Rule, on all the amounts paid by the Prospective Lessee (s), for every month of delay, till the handing over of the possession of the said Property. However, the Prospective Lessee (s) shall not be entitled for any delay interest (compensation), in the event they default in payment of the instalments as per the Payment Schedule -C mentioned herein this Agreement. The Prospective Lessee (s) agrees to pay to the Developer, interest as specified in the Rule, on all the delayed payment which become due and payable by the Prospective Lessee (s) to the Developer under the terms of this Agreement from the date the said amount is payable by the Prospective Lessee (s) to the Developer.	
Clause 4.2	Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Prospective Lessee (s) (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer)	Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund to the Prospective Lessee (s) (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Developer) within a period of thirty (30) days of the termination, the instalments of Lease consideration of the Apartment which may till then have been paid by the Prospective Lessee (s) to the Developer. Further, the Developer shall not be responsible for returning of any taxes/registration charges including the GST to the Prospective Lessee (s) and the Prospective Lessee (s) shall seek refund of the same from the concerned departments. In the event there is any deficit amounts towards the forfeiture amount of 10% of the Lease Consideration or tax amounts the Prospective Lessee (s) shall pay to the Developer, the said deficit amounts within a period of 30 days from the date of termination/ demand by the Developer. Upon termination of this Agreement as mentioned supra, the Prospective Lessee shall not have any claims over the said Property and the Developer shall be at liberty to re-convey/re-assign or otherwise deal with the said Property as the Developer may deem fit. However, in case of an unforeseen exigency or a genuine reason the Developer may at its option, condone any delay in such payments and agree to receive the outstanding amounts due together with interest (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) from the due date of payment until the actual date of payment.	
Clause 7.3			The Prospective Lessee shall upon taking possession of the said Property be deemed to have accepted that the construction of the said Property is fully complete in all respect as per the Specifications and the Prospective Lessee shall not have any further claims against the Developer for any items or work.

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Clause 7.5			Any damages to the said Property arising from war, act of God, riots, civil commotion, theft, or fire or caused due to improper maintenance & handling of the said Property/building by the Prospective Lessee (s), the same shall be outside the scope of defects to be rectified during this Defects Liability Period by the Developer.
Clause 9.1	The Developer shall, within three (3) months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Developer/MADC and/or the Lessee (s) in the said structure of the Building or wing in which the said Property is situated.	The Developer shall, within three (3) months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Developer/MADC and/or the Lessee (s) in the said structure of the Building or wing in which the said Property is situated. However, the Limited Common Areas which are defined in the 2 nd schedule to this Agreement shall vests with the Developer until all the phases of the First City Project are constructed and developed and thereafter the same shall be transferred to the Apex body of the Society/Association/Company of the First City Project as the case may be.	
Clause 14(xiii) & (ivx)			The Prospective Lessee (s) hereby declare that he/she/it/they will utilize on availability basis all the amenities, facilities, limited common areas and common areas developed or to be developed in the First City Project including on the FCP-Phase-1A and 1B by the Developer in common with all the present and future Lessees/residents of the First City Project. The Prospective Lessee (s), further hereby covenants and declare that they are aware of the First City Project is being developed in phased manner and presently FCP-Phase1A is completed and Commercial Shopping-1, FCP-Phase2A are under construction and accordingly future phases as and when deem fit will be developed by the Developer on the reminder of the said Land and Prospective Lessee (s) will not have any objection and/or create any obstruction and/or impediment for the future phases developments on the reminder of the said Land.
PART-B			I. CONSTRUCTION AND SPECIFICATIONS: I.1 The Developer shall construct or cause to be constructed the said Property as per Specifications indicated in Schedule-E hereto and within the purview of the declarations given while registering the Project under the said RERA Act. I.2 The Prospective Lessee (s) hereby gives consent and empowers the Developer to make variations and/ or modifications and/ or alterations to the said Property and the Project as the Developer may consider necessary or as may be necessitated without however substantially altering the size of the said Property or its external dimensions with due sanctions for such alterations from the sanctioning authority. I.3. The Prospective Lessee (s) shall not have any option to seek any changes or modifications to the Specifications of construction detailed in Schedule - E. The Prospective Lessee (s) shall not be permitted to execute any

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			Interior Designing works within the said Property until the said Property is registered and the vacant possession of the said Property is handed over to the Prospective Lessee (s) in writing. II. Construction of LIG Units: The Prospective Lessee (s) hereby confirms that he/she/they are aware of the Low-Income Group (LIG) housing units to be developed by the Developer in the said Land of 31 Acre as per the requirement of MADC and further confirms that he/she/they have “No Objection” for construction of the LIG housing on part of the remainder of the said Land. III. CLUB HOUSE/COMMUNITY CENTER: III.1 The Developer has developed a club house/community center within FCP-Phase-1A for the usage of the Lessees and Prospective Lessees/inhabitants of the entire Township Project including the future phases proposed to be constructed on the said Land. The Lessees of First City Project are entitled to utilize such facilities and benefits after paying the necessary membership charges of Rs./- (Rupees Only) to the Developer, which is forming part of the Lease Consideration and shown in the Schedule-D. III.2 All the Prospective Lessees /occupants of Apartment units of First City Project and/or FCP-Phase1A and FCP-Phase2A and/or future phases of FCP are entitled to make use of the Club along with all the Lessees on availability basis and by paying user/subscription charges as may be prescribed by the Developer/Society/the Agency appointed by the Developer for operating the Club, from time to time. The Developer shall be entitled to appoint an independent outside agency to manage and operate the Club with the aforesaid facilities. No Prospective Lessee (s) of the Apartment units in FCP-Phase-2A and/or FCP-Phase1A and/or future phases of FCP shall claim and/or have any exclusive right or ownership over the Club and/its facilities/assets provided thereon including the land covered under the said Club house. III.3 In the event the said Property is leased/rented out by the Prospective Lessee (s) to any third party, the occupants of the said Property shall be entitled to make use of the Club facilities subject to issuing an authorization letter by Prospective Lessee (s) and in such event the Prospective Lessee (s) shall not be entitled to use the Club facilities. Payment of Club charges etc. shall however be the responsibility of the Prospective Lessee (s). III.4 The Prospective Lessee (s) /occupants of the said Property shall be bound to follow/observe all rules and regulations of the Club that may be prescribed for the purpose of operating, maintaining, and running this Club by the Developer or the agency operating the Club from time to time including payment of necessary charges. III.5 The facilities of the Club are available for the benefit of the Prospective Lessees/occupant of the Apartment units in First City Project

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			and/or FCP-Phase1A and/or FCP-Phase2A and/or future phases of FCP, in the event of transfer of this Agreement rights of the said Property, the transferee of the said Property will be entitled to the benefits of the Club and the transferor shall cease to be the member of the Club. IV. RIGHT IN COMMON AREAS: IV.1 The Prospective Lessee (s) shall have the right to access and enjoy the common areas (defined hereinafter) available to all the lessees of the Apartment units in First City Project and/or FCP-Phase1A and/or FCP-Phase2A and/or future phases of FCP. Further, the Prospective Lessee (s) hereby covenants and agrees that he/she will enjoy in common with the other prospective lessees of the Apartment units in the First City Project and/or FCP-Phase1A and/or FCP-Phase2A and/or future phases of FCP, all common roads, common lighting, sewers, drains, water-courses etc., provided or hereafter to be provided in the First City Project and/or FCP-Phase1A and/or FCP-Phase2A and/or future phases of FCP and First City Project and shall proportionately share the expenses for the maintenance of the same. IV.2 The Prospective Lessee (s) shall not occupy or encroach any of the common areas or open spaces in First City Project and/or FCP-Phase1A and/or FCP-Phase2A and/or future phases of FCP or the premises of any of the other prospective lessees or occupants therein. IV.3 The Prospective Lessee (s) shall be entitled for common usage along with other lessees of the First City Project the Common Areas & Facilities in FCP-Phase-2A(hereinafter called “Common Areas and Facilities”, which are more fully defined in Second (2nd) Schedule to this Agreement). IV.4 The Prospective Lessee (s) shall not place objects/things/articles, which hinders free use of any such Common Areas. IV.5 All other Common Areas and Facilities, which are not included hereinbefore, shall be treated as Limited Common Areas and Amenities (described hereinafter) which shall be vested with the Developer until completion of the entire First City Project and thereafter transferred to the Apex Body / Federation of Societies/Association to be formed. V. Limited Common Areas and Amenities: V.1 The Prospective Lessee (s) hereby agrees that the Limited Common Areas and Amenities (hereinafter called “Limited Common Areas and Amenities”, which are more fully defined in Second (2nd) Schedule to this Agreement). V.2 Except for the said Property allotted herein along with all common easement rights attached therewith, all adjoining areas including the un-allotted terrace/roof, unreserved open/covered/stilted car parking spaces and

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			facilities therein, storage areas etc., the entire un-allotted/unsold areas of the FCP-Phase2A as well as reminder of the First City Project land, shall remain the property of the Developer and the same shall always deemed to be in its possession until completion of the First City Project and thereafter the same shall be transferred to Apex Body as mentioned in clause 9.1 hereinabove. V.2. The Prospective Lessee (s) shall cooperate with and permit the Developer and/or the agency appointed for the maintenance of all Common Areas and Facilities including the Limited Common Areas and Amenities in the FCP-Phase2A and First City Project to enter into the said Property at all reasonable times, for the purpose of repairing and maintaining, rebuilding, clearing and keeping in order and condition all service, drains pipes, cables, wires, water covers, gutters, structures or other convenience belonging to or serving or used for use building and also for the purpose of laying, maintaining, repairing and testing drainage, water pipes and electric wires and for similar purposes. VI. COMMON MAINTENANCE AND CORPUS DEPOSIT: VI.1 The Prospective Lessee (s) shall be liable to bear and pay to the Developer the following expenses commencing from the date of execution of the registered Lease Deed of the said Property, irrespective of whether the Prospective Lessee (s) takes possession or not: i. minimum electricity and water demand charges, ii. other outgoing such as electricity charges and expense incurred by the Developer for maintenance of the said Property, and iii. to proportionately share and pay for the Common Area and/or Limited Common Area maintenance expenses at the rate as decided by the Developer or the agency appointed by the Developer or Society of the Association for maintenance of all the Common Area FCP-Phase2A and/or Limited Common Area and amenities in the FCP-Phase-1A, FCP-Phase2A, and First City Project. VI.2 The Prospective Lessee, shall pay to the Developer a sum calculated @ Rs. ___/- (Rupees ___ only) per square feet on the Super Built-up Area as corpus fund as indicated in the payment Schedule -D. The contribution towards corpus fund is collected to ensure smooth functioning of the Common Area maintenance activities in FCP-Phase2A, and Township Project. The corpus fund and the interest accumulated on the corpus fund shall be used to enhance the facilities provided by the Developer. The corpus fund along with the balance interest will be transferred to the Society of the Association of FCP-Phase2A at the time of transferring/handing over of the maintenance to the said Association/Society or thereafter the registration of the Lease Deed. VI.3 The Developer either by itself or through an independent agency shall have responsibility, subject to the timely payment of maintenance and/or

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			other charges by all the prospective lessees/occupants of Apartment units, for operating and maintaining of the FCP-Phase2A and other Common Areas and Limited Common Areas in the First City Project. VI.4 The Prospective Lessee (s) undertakes to pay the maintenance without fail in any circumstances without any objections and further grants the Association/Developer, the right to enforce the collection of maintenance dues by withholding utilities including water and electricity for nonpayment of dues or any other measure to ensure proper and timely payment of maintenance by prospective lessees. VI.5 The Developer shall maintain a separate account in respect of sums received by the Developer from the Prospective Lessee) as advance or deposit, lease Consideration, sums received on account of the share capital for the promotion of the Co-operative Society or a Company or towards the outgoings, legal charges and shall utilize the amounts only for the purposes for which they have been received. VII. ASSIGNMENT: VII.1 The Prospective Lessee (s) shall not assign/transfer his/her interest under this before registration of Lease Deed. Further, it is also made clear that in the event the Developer give its consent for assignment of Prospective Lessee (s) interest under this Agreement for Lease before the registration of the Lease Deed then the Developer shall charge Rs./- (Rupees only) along with applicable GST as administrative and transfer fee, if such assignment is to spouse or within blood relation (i.e. own brother, own sister, father, mother, children, grandchildren). In any other case, transfer to a person not a blood relation then the Developer shall charge Rs.300/- (Rupees Three Hundred only) per square feet of the said Property, along with applicable GST, as administrative charges and transfer fee for giving such consent and in such event the Developer will have the right to withdraw any of the special incentives or benefits/concessions/discounts already granted to the Prospective Lessee (s), if any, in such cases. Further it is made clear that in the event the Developer agrees to transfer as mentioned supra, apart from the administrative charges mentioned therein all the cancellation/registration charges including legal and other incidental charges on account of transfer of the said Property are to be borne by the Prospective Lessee (s) alone. VII.2 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of this Agreement shall equally be applicable to and enforceable against any subsequent Prospective Lessees of the said Property, in case of a transfer, as the said obligations go along with the said Property for all intents and purposes. VIII. CHANGE OF UNIT:

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			VIII.1 The Prospective Lessee (s) shall not be entitled to change the allotment of the said Property without prior consent of the Developer. The Developer shall, subject to availability of the Apartment units, give consent for change of said Property on payment of Rs. _____/- (Rupees _____ only) along with applicable GST for the first change, and Rs. _____/- (Rupees _____ Only) along with applicable GST for the second change as administrative charges and subject to the Prospective Lessee (s) having paid all the outstanding payments as per Schedule-D including interest and applicable taxes, if any, payable as on the date of such request for change. Further, it is made clear that if the Agreement for Lease already registered in the name of the Prospective Lessee (s) for the said Property, no change of Said Property will be permitted by the Developer. IX. TERMINATION: IX.1 In case the Prospective Lessee (s) wants to terminate this Agreement for Lease on his/her own, without there being any default of the Developer, then the Developer is entitled to forfeit _____ % of the Lease Consideration of the said Property apart from any other liquidated damages entitled under the RERA Act. IX.2 On such termination, the excess amount paid, if any, by the Prospective Lessee (s) over and above the --- % of the Lease Consideration be refunded to the Prospective Lessee within a period of 30 days from the date of termination. Further, the Developer shall not be responsible for returning of any taxes including the GST and/or registration charges to the Prospective Lessee (s) and the Prospective Lessee(s) shall seek refund of the same from the concerned departments. In the event there is any deficit amounts towards the forfeiture amount of --- % of the Lease Consideration or tax amounts the Prospective Lessee (s) shall pay to the Developer, the said deficit amounts within a period of 30 days from the date of termination/ demand by the Developer. IX.3 Upon termination of this Agreement for whatsoever reasons, the Prospective Lessee (s) shall not have any claims over the said Property and the Developer shall be at liberty to re-convey/re-assign or otherwise deal with the said Property as the Developer may deem fit. Further, the Prospective Lessee (s) shall execute a cancellation of this Agreement before the concerned Sub-Registrar office, within 30 days from the date of the termination of this Agreement as mentioned above and shall collect the eligible refund, if any, as per the applicable terms of this Agreement.

Note: The proposed developments are taken up on a Lease Land and in phased manner. Hence, the suggested additions are made to suite the project specific requirements