

DEVIATION REPORT – AGREEMENT FOR SALE

A. Name of the Promoter/ Organization – Pegasus Properties Pvt Ltd.

B. Name of Project – “Megapolis Shimmer – A1” at CS/CTS/Survey/Plot no. R-1/1/A, R-1/1/C, R-1/2, R-1/3, R-1/4, Village – Hinjewadi, Taluka - Mulshi, District – Pune.

The Promoter reserves its rights to develop the remaining area out of the Said Entire Land as may be deemed fit and proper by the Promoter as per the building plans which may be hereafter approved by the Maharashtra Industrial Development Corporation (MIDC) from time to time as a separate and independent building project by utilizing the entire available and future FSI/TDR of the Said Entire Land as disclosed herein.

The Promoter has commenced construction of project in phases on the Said Entire Land. Considering the fact that construction of the buildings will be done in phase wise manner and considering the period for completion of all proposed phases to be constructed on the Said Entire Land, it is likely that there will be change in DC and regulations, specifically regarding FSI/TDR potential. The Promoter specifically informs the Allottee and reserves its right to utilise all such future FSI/TDR or potential under any name of the Said Entire Land, for construction of the buildings in future phases in the Said Scheme. The Promoter also reserves its rights to revise the plans accordingly for better utilization of such proposed potential.

2d) The Purchaser/s has/have paid Rs. _____/- (Rupees __ only) 10% being the earnest money / part payment / considering the advance stage of construction unto the Promoter at or before the time of execution of this agreement. The Purchaser/s hereby agree/s to pay to the Promoter, the balance amount of the agreed consideration of the purchase price of Rs.____/- (Rupees_ only) to the Promoter in the following manner:-

Amount	Percentage	Particulars
(Rs.)	(%)	
Rs. _____	15%	Paid by the Allottee after execution of the agreement to the Promoter by duly drawn crossed cheque for which a separate receipt has been handed over, the receipt of the amount whereof is hereby, acknowledged by Promoter.

Pegasus Properties Pvt. Ltd.

ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 Certified

Regd. Office : Kumar Capital, 2413, East Street, Camp, Pune - 411 001, India. Tel : +91-20-3052 8888, 3058 3661/62 Fax : 2635 3365

Site : R 1/1 to R 1/4, Phase III, Rajiv Gandhi Infotech Park, Hinjawadi, Pune - 411 057, India.

Email : contact@megapolis.co.in CIN : U70102PN2007FTC129540



Rs. _____	5%	Payable by the Allottee to the Promoter on completion of 3 rd slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of 4 th Slab (Plinth) of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of 6 th slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of 9 th slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of 12 th slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of 15 th slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of 18 th slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of 21 st slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of Last slab of the subject building.
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of the Gypsum Plaster, Tiling and Kitchen Platform of the said Flat
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of the Staircase, Lobbies (Gypsum Plaster and Tiling), upto the Floor Level of the Said Flat is located
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of the External Plumbing, Elevation, Terraces with Waterproofing of the building or wing in which the said Flat is located
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of the Internal Doors, Windows, Painting upto the Floor Level in which the said Flat is located
Rs. _____	5%	Payable by the Allottee to the Promoter on completion of the Lifts, Water Pumps, Electro, Mechanical and Environment Requirements, Entrance Lobby/s, Plinth Protection, Paving Areas of appertain and other requirements as may be prescribed in the Agreement for Sale of the building or wing in which the said Flat is located



Rs. _____	5%	Payable by the Allottee to the Promoter on completion of the electrical and Sanitary fittings, delivery of possession of the said Flat
Total Rs. _____	100%	Total Consideration

2e) Provided that any deduction of an amount made by the Purchaser/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter, only upon purchaser/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Provided further that at the time of handing over the possession of the unit, if any such certificate is not produced, the purchaser shall pay equivalent amount as interest free deposit to the Promoter, which deposit shall be refunded by the Promoter on the purchaser producing such certificate within 4 months of the possession. Provided further that in case the purchaser/s fails to produce such certificate within the stipulated period of the 4 months, the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Purchaser/s.

3a) The Promoter may complete the remaining buildings in the phase wise manner in the said Scheme – Megapolis and give possession of Flat therein to the Purchaser/s of such premises and the Purchaser/s herein shall have no right to object to the same and will not object to the same. The Promoter and/or his Agents or Contractors shall be entitled to carry on the construction of the remaining buildings in the phase wise manner in the said Scheme – Megapolis and if any inconvenience is caused to the Purchaser/s, the Purchaser/s shall not protest, object to or obstruct the execution of such work nor the Purchaser/s shall be entitled to any compensation and/or damage and/ or claim and/or to complain for any inconvenience and/or nuisance which may be caused to him/her/them or any other person/s.

3e) On the Purchaser/s committing breach by delaying the payment as per the payment Schedule on 3 (Three) distinct occasions, then on the Purchaser/s again i.e. on 4th occasion, committing a breach by delaying the payment as per the payment Schedule, the Promoter shall, without prejudice to as stipulated in clause 3d) above, be entitled to terminate this agreement by addressing a prior written notice to the Purchaser/s, demanding payment of the outstanding amounts under this Agreement within a period of 15 days from the receipt of the notice, failing which this Agreement shall stand terminated on the expiry of the period of fifteen days. In the event of such termination, the Promoter shall be entitled to sell the said Unit to any person without any claim whatsoever from the Purchaser/s / Allottee and the Allottee shall be entitled to the refund of the amount of the consideration within 30



(Thirty) days of resale of the said Unit after deducting 5% (five percent) of the total amount paid by the Purchaser to the Promoter as and by way of liquidated damages.

5a) Promoter hereby declares that no part of the said Floor Space Index has been utilised by the Promoter elsewhere for any purpose whatsoever.

5b) The Promoter, declare that he is entitled to get the Plans revised and modified from MIDC for utilization of the maximum permitted FSI / TDR or any residual, additional FSI / TDR made available from time to time for construction in future phases of the said scheme.

The Purchaser/s hereby further give/s and accord/s his / her / their consent for the Plans to be revised and modified from the MIDC for utilization of the maximum permitted FSI / TDR or any residual, additional FSI / TDR made available from time to time for construction in future phases of the said scheme.

Provided, however, that the Promoter shall have to obtain prior consent in writing of at least two-thirds of the allottees in respect of variations or modifications which may adversely affect the Apartment of the Allottee of the said project, except any alteration or addition required by any Government authorities or due to change in law.

5c) The Purchaser/s and/or the ultimate common organization of the Purchaser/s shall not take any objection for the same and shall not claim any such residual and/or additional F. S. I. (FAR) and/or the benefits thereof. In this agreement the word F. S. I. or FAR shall have the same meaning as understood by the Planning Authority under its relevant building rules or bye-laws.

6f) The building shall be constructed and completed in accordance with the sanctioned plans and agreed specifications as specified in the Annexure E annexed hereto and if within a period of 5 (Five) year from the date of handing over the said Flat to the Purchaser/s (which date means the date on which Promoter shall give notice to the Allottee/s that the possession of the said Flat is ready to be handed over to him/her/it/them), the Purchaser/s brings to the notice of the Promoter any defect in the said flat or building or the material used therein, wherever possible such defects shall be rectified by the Promoter at its own costs and in case if it is not possible to rectify such defects, then the Purchaser/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the RERA 2016.

Provided however, that the Purchaser/s shall not carry any alteration of whatsoever nature in the said Flat or phase/wing /cluster and in specific the structure of the said flat/wing/phase /cluster of the said buildings which shall include but not limited to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Purchaser/s shall not make any structural modifications and any alteration in any of the fittings, pipes,



water supply connections or any erection or alteration in the bathroom, toilet and kitchen which may result in the seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void. The word defect here means only the manufacturing & workmanship defects caused on account of willful neglect on the part of the Promoter and shall not mean defect/s caused by normal wear & tear and by negligent use of Flat by the occupants etc.

i. The Allottee hereby unconditionally agrees that Promoter is entitled to implement the scheme of development in respect of the said entire land and shall be entitled to construct any additional buildings and structures on the said entire land in accordance with the sanctions and approvals obtained from the local authorities inter alia the MIDC from time to time and by consuming the said entire Development Potential of the said entire Land including on the additional land if acquired, as specified in the preceding clauses, and the Purchaser/s having satisfied himself thereof, acknowledges, accepts, understands and agrees that Promoter is fully entitled to carry out and implement the development of the said scheme known as *Megapolis* and to carry out any alteration, variation, amendment and modifications thereof and in the layout/building plans and specifications thereof and for making construction, as may be deemed necessary by Promoter without any dispute, protest or objection from the Purchaser/s. The Purchaser/s, either as Purchaser/s in respect of the said Flat or as member of the Corporate Body, agrees not to raise any dispute or objection to Promoter and/or its nominees implementing the said scheme of development of the Said Entire Land and/or making and effecting construction on the said entire Land on any ground whatsoever, including that of any actual or perceived nuisance or annoyance etc.

ii. From the receipt of the notice intimating the said flat is ready for occupation, the Purchaser/s shall be liable to bear and pay the proportionate share of outgoings in respect charges towards the water, electricity charges, insurance, common lights, repairs, salaries of clerks, expenses for lift repairs and maintenance, bill collectors, chowkidars, sweepers, gardeners, security and all other expenses necessary and incidental to the management and maintenance of the said property and building/s constructed thereon. Until the Co-operative Society / apex body is formed and the Said Property/the Said Entire Land and building/s transferred to it, the Purchaser/s shall pay to the Promoter and / or any other third party / person /company/organization appointed by the Promoter for the said purposes such proportionate share of outgoings as may be determined from time to time by the Promoter towards provisional monthly contribution towards the water, electricity charges, insurance, common lights, repairs, salaries of clerks, expenses for lift repairs and maintenance, bill collectors, chowkidars, sweepers, gardeners, security and all other expenses necessary and incidental to the management and maintenance of the said land and building/s constructed thereon. The Purchaser/s undertakes to pay in advance the



provisional contribution towards quarterly maintenance expenses/towards the said outgoings for an initial period of 24 months by advance post dated cheques to the Promoter at the time of taking possession of the said flat at the rate of Rs. ___/- (Rupees ___ Only) per month. In addition to the same, the purchaser shall also bear and pay his proportionate share towards the payment of all other taxes, levies, assessments in respect of the said flat and the said property as may be levied from time to time by the concerned authorities. The provisional monthly contribution towards maintenance will be revised/ determined by the Promoter from time to time. The Purchaser agrees to pay such provisional monthly contribution towards the maintenance expenses as may be determined by the Promoter from time to time. The Purchaser hereby agree that out of the said provisional contribution towards the maintenance paid by the Purchaser, seventy percent (70%) shall be used towards the maintenance expenses incurred in respect of the common areas (i.e. Housekeeping Charges of the Common Areas of the Building and Internal Roads, Maintenance/AMC and Electricity Charges of Lifts, Street Lights, Staircase, Common Lobbies, Passages, Cost of Water Supply, Maintenance / AMC of CCTV System, Security Charges or any administrative charges pertaining to the building / the cluster, wherein the said flat is situated and the remaining thirty percent (30%) shall be used towards the maintenance expenses incurred in respect of the common installations / common areas (Housekeeping & Electricity charges against Club House Complex including Gym and Play Equipment, Operation/Maintenance & Electricity Charges of STP, WTP, OWC, DG sets including pump rooms, Garden, Security Charges belonging to these common facilities etc. of the larger layout in respect of the said entire Land / the said scheme. Maintenance charges will be collected under 2 different heads of Account i.e. 1st for 70% Contribution and 2nd for 30% contribution. Users' right on 70% collection head will be given to society at the time of Handing Over and the users' right on 30% collection head will remain with Developer only till the formation of Apex Body / Federation. Once Apex Body / Federation is formed, developer will hand over the users' right of this account to the Apex Body / Federation, accordingly.

11) The Promoter alone shall have full rights of disposal/ alienation / transfer of Flats / tenements / construction resulting from the said residual/ additional F. S. I. and for FAR and the Purchasers/Acquirers of the said Flats / tenements etc. shall be entitled to get membership and admission into the Society, upon the necessary instruction/nomination from the Promoter.

12a) The Promoter may in their discretion construct subject to building bye- laws and Applicable Rules any permissible structure or construction in the nature of community hall or temple or sanatorium etc., in the open space or recreation space of the said project.

13) The Purchaser/s is/are aware that the common layout / building plan of the Said Entire Land and the building plans of the said building project being developed on the Said Property i.e. the project land are sanctioned by MIDC and as such F. S. I. that may be consumed while constructing the said building project on the portion of the said property may be more or less than the area of the said property / of land and may not be in proportion to the F.S.I. consumed thereon so also some of the common amenities like gutters, sewage, electric cables, garden roads, open space etc. are commonly provided for all buildings constructed or to be constructed and that the Promoter cannot sub- divide the said portion. The Purchaser/s shall not insist upon nor shall the Promoter be liable and/or



responsible to obtain sub-division in respect of the said portion. However the final Deed of Assignment / conveyance of the leasehold rights and interest of the Said Entire Land or any portion thereof / the Said Property in favour of the apex body / or either in favour of different societies / of the clusters constructed on the Said Entire Land will clearly state and clarify the area of the undivided portion of physical land corresponding to and proportionate to the FSI utilized for construction of the respective building/society/ies which will be conveyed to such apex body / or either in favour of different societies constructed on the Said Entire Land at the sole discretion of the Promoter.

14a) The Purchaser covenants and undertakes that they shall be duty bound and under obligation to permit the Promoter and/or the authorized representative of the ultimate body formed to, without let or hindrance, allow right of ingress or egress for laying and/or repairing and/or servicing the common service connections and other paraphernalia situated within the said property.

14b) The Purchaser/s hereby irrevocably consents and authorizes the Promoter to represent him/her/them in all matters regarding property tax assessment and reassessment before the concerned local Authorities and decisions taken by the Promoter in this regard shall be binding on the Purchaser/s. The Promoter may till the execution of the Final Conveyance Deed of the Leasehold rights of the Said Entire Land represent the Purchaser/so and his/ her/their interest and give consent, NOC's and do all the necessary things in all departments of, Road, Water, Building Tax Assessment, Government & Semi-Government, M.S.D.E.D.C.I., MIDC etc. on behalf of the Purchaser/s and whatever acts so done by the Promoter on behalf of the Purchaser/s shall stand ratified and confirmed by the Purchaser/s.

16B) It is specifically agreed and declared that the deed of conveyance of the leasehold rights of the Said Entire land / any portion thereof and the buildings / clusters constructed thereupon, in favour of the body shall contain such covenants as may be necessary in the circumstances of the case. It shall inter alia contain:

i. A covenant by Purchaser/s 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.

ii. A declaration that the Promoter shall has unfettered right to the full, free and complete right of way and means of access over, along and under all internal access roads at all times and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and enjoyment of the said property (and the neighboring lands) and if necessary to connect the drains, pipes, cables etc., under, over or along the land appurtenant to each and every building in the said layout/building plan.



iii. Such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the said premises hereby agreed to be sold into whose hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove.

iv. A declaration that the Purchaser shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining premises of the Promoter for building or other purposes and a declaration that the access and user of the light and air to and for the residential Flats / tenements etc. purchased by the purchaser is enjoyed under the express consent of the Promoter.

17) The name of the Project / scheme will be "MEGAPOLIS" and the name of the Cluster wherein the Said Flat is situated will be "SHIMMER". The Purchaser's Co-operative Society/apex body/federation as the case may be shall not change, alter or modify the said names without the prior written consent of the Promoter at any time. The Purchaser/s shall keep the front side and the rear elevation of the said building or building/s or other structures in which the said premises are situated in the same position only as the Promoter construct and shall not at any time alter the position of the said elevation in any whatsoever without the consent in writing of the Promoter. If the Purchaser/s or any other Purchaser/s of the other premises desire/s to put any grills or any windows on other places and/or desires to put Air Conditioners, the same shall be according to the design supplied by the Promoter and in such places or in such manner as may be directed by the Promoter.

32. APPLICABILITY OF MAHARASHTRA OWNERSHIP FLATS [REGULATIONS OF THE PROMOTION OF CONSTRUCTION SALE, MANAGEMENT & TRANSFER] ACT, 1963 OR ANY AMENDMENT THERETO.

Except otherwise mentioned and provided herein, this agreement shall always be subject to the provisions of the Maharashtra Ownership Flat (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and rules amendments made there under from time to time.



Manoj Shah

Mr. Manoj Shah

Pegasus Properties Pvt Ltd

Date- 18/08/2023

Place - Pune

Shah