

MEGAPILLAR REALTY LLP

(LLP IDENTIFICATION NO. AAW2977)

Date: 27/11/2024

To,
MAHARERA,
6th& 7th Floor, Housefin Bhavan,
Plot No. C-21, E- Block,
Bandra Kurla Complex, Bandra (E),
Mumbai-400051.

Sub: -Deviation and Modification Report in respect to Model draft and Agreement to Sale of proposed project '**YOO PRISTINE**' situated at Survey No. 162 (P), CTS No. 4667 (P) of Village Akurdi, Taluka- Haveli, District Pune- 411035 admeasuring 23,619 Sq.Mtrs. area.

Sir/Ma'am,

Sr. no.	Clause of model Format	Clause wherein the deviation/modification Are made in draft agreement	Deviations and modifications
1.			ATS for YOO PRISTINE, situate at Survey No. 162, CTS No.4667, admeasuring an area 23619 sq.mtrs out of the land totally admeasuring 61463 square meters, situated at Village Akurdi, within Registration District Pune, Sub-Registration District Haveli, Taluka Haveli, within the limits of Pimpri Chinchwad Municipal Corporation, which area admeasuring 23619 sq.mtrs, being the Said Property and the said Project Land, and is bounded as follows: On or towards the North: By partly <i>nala</i> & partly by 61 meters wide Pune Mumbai Road;



			On or towards the East: By 61 meters wide Pune Mumbai Road; On or towards the South: By 18-meter-wide Road; On or towards the West: By <i>Nala</i> passing through CTS No.4667, Akurdi.
1.	1	1 (addition highlighted)	Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the internal layout only, of the Apartment/Unit of the Allottee/Purchaser and not if any alteration or addition is required by any Government authorities or due to change in law and/or the layout.
2.	1.a (i)	1.a (i)	the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately.
3.	1.a (ii)	1.a (ii)	The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Car Park bearing Nos____admeasuring Length, admeasuring 5.00 mtrs, Width = 2.5mtrs, admeasuring 12.5 Sq.Mtrs <u>i.e</u> Length, admeasuring 16'5" ft., width = 8'2" ft, admeasuring 134.55 Sq.Ft.
4.	1.b	1.b	1(b) The said Shop along with the covered car parking for a total aggregate consideration amount for the Shop including / parking spaces is thus Rs._____-/- (Rupees _____ Only).



5.	1.d	1(d) (Addition highlighted)	No	Particulars	% of Instalment
			1	On or before execution of Agreement	10
			2	Within 15 days after execution of Agreement	20
			3	Within 7 days from completion of the plinth	20
			4	Within 7 days from completion of the shop slab	20
			5	Within 7 days from Completion of Plaster.	20
			6	Within 7 days from completion	10
				Grand Total	100%
			The Allottee has paid on or before execution of this agreement a sum of Rs. ____/- (Rupees _____ Only), as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner: In the event of the agreed consideration exceeding Rs.50,00,000/-, the Allottee/s/Purchaser will have to deduct 1% TDS therefrom, as contemplated under section 194-IA of the Income Tax Act, 1961. Further the TDS so deducted by the Allottee/s/Purchaser, shall be deposited by him/her/it/them with the Income Tax Department forthwith and the responsibility of reflecting the same in Form No.26AS of the Owner/ Promoter shall be of the Allottee/s/Purchaser only. If there is delay in paying the TDS of 1%, payment of interest and penalty thereon, as applicable under the Income Tax Act, would be the responsibility of the Allottee/s/Purchaser, only.		



			(“PAYMENT PLAN”)
6.	NA	1(e) (Addition highlighted)	The Promoter herein informed the Purchaser herein that, the payment towards the consideration and interest thereon, if any, has to be made by the Purchaser by Cheques/Demand Draft/RTGS issued/drawn in the name of “_____” Master Account No. _____, OR in the name of “_____” Account No. _____, OR by direct transfer to the aforesaid account with IFSC Code No. _____, of _____ of _____ OR and payment towards Stamp Duty and Registration Fees, Goods & Service Tax (GST = CGST + SGST), Local Body Surcharge (U/S. 149 A & 149 B of The Maharashtra Corporation Act, or any other tax, cesses, etc., has to be made by the Purchasers by Cheque/Demand Drafts/RTGS issued /drawn in the name of “_____”, Current Account No. _____, should be made payable at Pune OR by direct transfer to the aforesaid account with IFSC Code No. _____, of _____; of _____.
7.	1(h)	1(f)	The Allottee/Purchaser authorizes the Promoter to adjust/appropriate, all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee/Purchaser undertakes



			not to object/demand/direct the Promoter to adjust his payments in any manner.
8.	NA	4.3 to 4.6 (Addition highlighted)	4.3 For whatsoever reason if the Allottee/Purchaser herein desires to terminate this agreement/transaction in respect of the Said Apartment/Unit then, the Allottee/Purchaser herein shall issue 15(fifteen) days prior notice to the Promoter as to the intention of the Allottee/Purchaser and on such receipt of notice the Promoter herein shall be entitled to deal with the Said Apartment/Unit with the prospective buyer/s. 4.4 It is specifically agreed between the Parties hereto that, if the transaction in respect of the Said Apartment/Unit between the Promoter and Allottee/Purchaser herein is terminated as stated in writing hereinabove, then all the instruments under whatsoever head executed between the Parties hereto or between the Promoter and Allottee/Purchaser herein shall stand automatically cancelled and neither party will have any right, title, interest or claim against each other except as provided hereinafter. And if the Promoter is able to dispose of the Said Apartment/Unit for the same consideration or higher consideration as



			to the consideration agreed between the Promoter and Allottee/Purchaser herein then, the Allottee/Purchaser herein is entitled to receive and Promoter herein is bound to pay the entire part consideration paid by the Allottee / Purchaser to the Promoter in pursuance of this present without any interest or any additional amount under whatsoever head. 4.5 The Purchaser herein is not entitled to receive refund of amount paid by the Purchaser to the Promoter for payment of Local Body Tax or any other taxes, cesses, Stamp Duty, Registration Fee, etc. as stated herein. (i) If the Purchaser herein availed housing loan against the Said Apartment from any financial institute, etc. then the Purchaser herein is not entitled to receive the aforesaid refund till producing No Dues Certificate and Release Deed executed by such financial institute to releasing the encumbrance of loan and interest thereon on Said Apartment. In case if the Allottee/Purchaser fails to procure such No Dues within a period of 15 days from its intent to cancel the Agreement and in such case, the outstanding amount of the loan
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			against the said Apartment is to be paid by the Owner/ Promoter for and on behalf of the Allottee/s, upon such event, the Allottee/s at the time of execution and registration of Cancellation Deed, shall execute a Special Power of Attorney, appointing the Owner/Promoter being his/her/their constituted attorney to represent him/her/them before the concerned financial institute for the purpose of repayment of the outstanding amount of loan alongwith interest and cause to get executed a Release Deed of the said Apartment from the mortgaged encumbrance of such financial institute. 4.6 Without prejudice to the aforesaid conditions, it is further agreed between the Parties hereto that on termination of this agreement and transaction between the Parties hereto as aforesaid, the Purchaser herein shall only have right to have the refund of the amount on execution of Cancellation Deed and all other rights under this agreement of the Purchaser herein stands automatically extinguished on termination as stated in sub clauses hereinabove written.
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9.	7.3	6.3 (Addition highlighted; deletion strikethrough)	Failure of Allottee to take Possession of the said Shop: Upon receiving a written intimation from the Promoter as per clause 6.1 & 6.2, the Allottee shall take possession of the [Apartment/Unit] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Unit] to the Allottee. In case the Allottee/Purchaser fails to take possession within the time provided in clause 6.1 & 6.2, such Allottee shall continue to be liable to pay maintenance charges and all other statutory payments, including but not limited to Property Tax, MSedCL, maintenance charges, to the concerned authorities, along with penalties calculated @ 1.25% per month, till payment thereof.
10.	NA	7	however, sale of liquor in any food joint/restaurant, will be permissible, with all prior permissions and valid licenses from the authorities under and as per the applicable norms, only.
11.	9	7.1 (addition highlighted)	The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Apartment Condominium or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Apartment



			Condominium or Limited Company and for becoming a member, including the bye- laws of the proposed Society/Apartment Condominium and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/Purchaser, so as to enable the Promoter to register the common organisation of Allottee/Purchaser. No objection shall be taken by the Allottee/Purchaser, if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies/Apartment Condominium or the Registrar of Companies, as the case maybe, or any other Competent Authority. Additionally, the Promoter reserves the right to shift the MHADA wing, in accordance with the norms and guidelines, as applicable.
12.	9.3	7.4 (addition highlighted)	As per clause 6.1 read with 6.2 ,within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment/Unit) of outgoings in respect of the Project Land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or



			Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the society/Apartment Condominium or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee/Purchaser further agrees that, the Allottee/Purchaser shall pay to the Promoter maintenance amount of Rs.10 per sq.ft /-, along with applicable taxes, paid in lumpsum for a period of two (2) years, towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/ deed of declaration of the structure of the building or wing is executed in favour of the Society/Apartment Condominium or a limited company as aforesaid. On such conveyance/ deed of declaration being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society/Apartment Condominium or the Limited Company, as the case may be.
13.	NA	9	THE PROMOTER'S RIGHT TO DEAL WITH THE TERRACES ETC. As per Development Control Rule applicable to the said Project, the Promoter herein are required to pay the premium to the sanctioning authority/local



			authority for obtaining sanction for terraces and other area of the Building and considering this aspects, for whatever such terraces, etc. Promoter have paid such premium amount etc., the Promoter herein are entitled to deal with such terraces, etc. since in light of the provision of MOFA, the Promoter herein have right to deal with such terrace etc. due to premium amount paid by him, the Allottee/Purchaser herein by executing this present has given his irrevocable consent for aforesaid allotment and right of the Promoter to deal with the same. It is hereby agreed that the areas mentioned in Annexure-5 written hereunder under head Common Facilities only shall be the common facility and the Promoter shall be entitled to declare all other areas as restricted or reserved areas and facilities or alienate and dispose off other areas and facilities in such manner as the Promoter think fit. That the Allottee/Purchaser is aware of the Amenities to be provided by the Promoter, on the Top Terrace, as per detailed in Annexure- __. The Allottee/Purchaser shall not take any objection regarding other allottee/s of the Building utilizing the same or organizing any event/function, with regard to nuisance/noise etc.
14.	14	12 (addition highlighted)	12.iv. Not to use the Shop for purposes involving sale/usage of consumables like chicken, mutton and/fish and/or liquor. The Allottee shall not carry out/conduct local food joints like, but not limited to <i>vada-pav</i>, <i>pakodas</i>, local Chinese stalls, Liquor Shop and the like. 12.xv. Not to change or cause to change the specifications as provided by the Promoter including



			but not limited to such which are centrally operated pertaining to maintaining the elevation and aesthetic value of the Building.
15.	15	18	Change in Clause Number.
16.	16	19	Change in Clause Number.
17.	17	15 (Addition highlighted)	After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/Purchaser, who has taken or agreed to take such Apartment/Unit, however, if the Purchasers/Allottees desire to avail Housing Loan against Said Apartment then, the Purchasers/Allottees herein shall inform in writing to the Promoters as to the details of such loan amount, name of the financial institute/bank and submit the sanction letter to the Promoters and thereafter the Promoters herein will issue required no objection certificate etc. along with copies of necessary documents to the Purchasers/Allottees, provided that the encumbrance of such loan amount and interest etc. thereon shall be limited to the said Apartment and Purchasers/Allottees alone shall be liable to repay the same.



18.	NA	16(Addition highlighted)	11. PROMOTIONAL MATERIAL FOR ADVERTISEMENT ONLY: The Allottee/s has/have agreed to purchase the said Apartment with the knowledge of the fact that the contents of all Brochures/ Hoardings/ Promotional Literature pertaining to the said Project “YOO PRISTINE” such as furniture layout in the apartment, plantation shown around the building/apartment, as the case may be, colour scheme of the building, picture of vehicles etc. are only to increase the aesthetic value and is not factual and the same should not be taken literally by the Allottee/s herein. These features/ amenities are not agreed to be provided for by the Owner/ Promoter to the Allottee/s. The plans, specifications, images and other details herein are only indicative and the Owner/ Promoter reserves the right to change any or all of it. The printed material does not constitute a contract / offer of any type between the Owner/ Promoter and the Allottee/s.
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PROMOTER

M/S MEGAPILLAR REALTY LLP

THROUGH ITS PARTNER

MR. PRITAM ISHWARCHAND GOYAL