

TO WHOMSOEVER IT MAY CONCERN

Date: 15/04/2025

Subject: Deviation Sheet in the Clauses of the Agreement for Sale in the Project "The Spectrum" situated at Survey Nos. 27/1, 27/2, 27/10 and 33 of Village Undri, Taluka Haveli, District Pune.

We **SHIRAM PROPERTIES LIMITED**, through its Authorised Signatory Mr. Alok Shrivastava state and declare that the Agreement of Sale submitted by Shriram Properties Limited to the Maharashtra Real Estate Regulatory Authority (MahaRERA) for the Project **"The Spectrum" situated at Survey Nos. 27/1, 27/2, 27/10 and 33 of Village Undri, Taluka Haveli, District Pune** has been thoroughly reviewed. We hereby state that there are certain deviations and additions in the Agreement of Sale ("**Agreement**") when compared to the standard Agreement for Sale ("**Model Agreement**") format set forth by MahaRERA and the same has been more particularly detailed hereinbelow:

CLAUSE IN THE MODEL AGREEMENT	CLAUSE IN THE AGREEMENT
Clause 1 (d) of Model Agreement: "1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]." of the Model Agreement has been modified to,	The Clause 3.7 on Page No. 15 of Agreement: "In addition to the above Purchase Price, the Purchaser has agreed and accepted to make payments towards Goods and Service Tax or any other similar taxes/levies which may be levied and become payable in respect of this Agreement either in future or with retrospective effect, in connection with the construction of and carrying out the Project payable by the Promoter up to the date of handing over possession of the said Flat to the Purchaser. It is clarified that all such taxes, levies, duties, cesses (whether applicable/ payable now or which may become applicable/payable in future) including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Agreement and/or on the transaction contemplated herein and/or in relation to the said Flat, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof"
Clause 1 of the Model Agreement: "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 Apartment of the Allottee except any alteration or addition required	Clause 7 on Page Nos. 26 and 27 of the Agreement: "The Purchaser/s agree that, in the event there is an uncertainty about the availability of fixtures, fittings or amenities or the materials required to be provided either in terms of quantity and/or quality and/or delivery and/or for any other reason beyond the control of the Promoter, Promoter shall be entitled to change the fixtures, fittings and amenities

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by any Government authorities or due to change in law."	to be provided in the said Flat/Unit. In such circumstances, Promoter shall substitute the fixtures, fittings and amenities without any approval of or notice to the Purchaser/s in as much similar specification and/or quality as may be available and required during the stage/time of the construction in order to enable the Promoter to offer at the earliest/on time the possession of the said Flat/ Unit to the Purchaser/s as agreed under this Agreement. The fixtures, fittings and amenities are being provided by the Promoter in the said Flat/Unit free of cost and the Purchaser/s agrees not to claim any reduction or concession in the Purchase Price and/or in the amounts payable under this Agreement on account of any change or substitution in the fixtures, fittings or amenities provide by the Promoter."
Clause 6 of the Model Agreement: "The Promoter shall give possession of the Apartment to the Allottee on or before...day of.....20....." "If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid."	Clause 8.1 and Clause 8.2 on Page Nos. 27 and 28 of the Agreement: "8.1 The Purchaser/s shall assume possession of the said Flat/Unit within 15 (Fifteen) days of the Promoter giving written notice to the Purchaser/s intimating that the said Flat is ready for use and occupation and offering possession of the same to the Purchaser/s by executing necessary indemnities, undertakings and such other documentation. Commencing from the expiry of the period of 15 (Fifteen) days from issue of the intimation in writing by the Promoter to the Purchaser/s that the said Flat is ready for occupation, use and possession, the said Flat shall be at the risk of the Purchaser/s (irrespective of whether possession of the said Flat is actually taken by the Purchaser or not) in all respects, including loss or damage arising from the destruction, deterioration, or injury of the said Flat." "8.2 The Promoter based on the approved plans and specifications, and subject to timely compliance of the obligation of the Purchaser under these presents, shall give possession of the said Flat/said Unit to the Purchaser on or before _____, 2030. However, the same shall be subject to Promoter receiving total purchase price and other dues of the Promoter and taxes thereon to be paid by the Purchaser/s in respect of the said Flat, in terms of these presents. If the Promoter fails or neglects to give possession of the said Flat even after expiry of 12 (Twelve) months from the above date to the Purchaser on account of reasons beyond his control and/or his agents then and in such event in case the Purchaser desires to terminate the Agreement arrived hereunder, the Promoter shall be liable on written demand to refund to the Purchaser the amounts

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	already received by him in respect of the said Flat/ said Unit together with interest at the rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% per annum from the date the Promoter has received the sum till the date the amounts and interest thereon is repaid."
Clause 4.2 of the Model Agreement: "Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee 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 committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, 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. If the Allottee 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."	Clause 6.3 on Page Nos. 24, 25 and 26 of the Agreement: "6.3 Consequence of Default: On the occurrence of a Default, then and in that event, the Promoter shall, without prejudice to any and all other rights and remedies available to it under law, be entitled (but not obliged) to exercise its rights as mentioned at Clauses 3.11, 3.12 and 3.13 above. Without prejudice to the right of the Promoter/Owner to charge interest at the Interest Rate in terms of this Agreement, and any other rights and remedies available to the Promoter, either (a) on the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser /s to the Promoter under this Agreement (including his/her/its proportionate share of taxes levied by concerned local authority and other outgoings) and/or (b) the Purchaser /s committing 3 (three) consecutive defaults of payment of instalments of the Sale Price/Consideration, the Promoter shall be entitled to at his own option and discretion, terminate this Agreement, without any reference or recourse to the Purchaser /s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Purchaser /s ("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Purchaser /s, of its intention to terminate this Agreement with detail(s) of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser /s fail(s) to rectify the breach or breaches mentioned by the Promoter in the Default Notice within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Purchaser /s ("Promoter/Owner Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Purchaser/s. On the receipt of the Promoter/Owner Termination Notice by the Purchaser/s, this Agreement shall stand terminated and cancelled."

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Clause 2.2 of the Model Agreement:

"2.2 Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in clause 1 (c) herein above."

Clause 8.2 on Page Nos. 27 and 28 of the Agreement:

"8.2 The Promoter based on the approved plans and specifications, and subject to timely compliance of the obligation of the Purchaser under these presents, shall give possession of the said Flat/said Unit to the Purchaser on or before _____, 2030. However, the same shall be subject to Promoter receiving total purchase price and other dues of the Promoter and taxes thereon to be paid by the Purchaser/s in respect of the said Flat, in terms of these presents."

Clause 3 of Model Agreement:

"3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is... square meters only and Promoter has planned to utilize Floor Space Index of... by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. 4.2 The Promoter has disclosed the Floor Space Index of... as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the

Clause 5.2 on Page No. 18 and 19 of the Agreement:

"5.2 The Promoter and the Landowners, as may be agreed between them, shall be exclusively entitled to utilise, exploit and consume the entire inherent development potential of the said Larger Land and/or Adjoining Properties as defined below (including by way of FSI and Transfer of Development Rights ("TDR") nomenclature in any manner including additional/incentive/special/premium/fungible/compensatory FSI), as well as any further/future development potential capable of being utilised on the said Larger Land or any part thereof and Adjoining Properties or any part thereof (including FSI/TDR nomenclature in any manner and purchased TDR), whether balance or increased, at present or in future, and as may arise due to any reason including change in applicable law or policy. Such development potential shall vest with the Promoter and has been reserved by the Promoter unto itself, and may be utilised by the Promoter as the Promoter deems fit. The Promoter shall always be the owner and will have all the rights, title, interest in respect of the unsold premises, unallotted/ unassigned car parking spaces, common areas facilities and amenities open spaces, lobbies, staircases, terrace, swimming pool, gymnasium, or any similar facility/ies and all other areas, etc in respect of the said Project. The Purchaser/s will not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter and all

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understanding that the declared proposed FSI shall belong to Promoter only."

other areas, save as specifically stated in this Agreement and the Purchaser/s has/have agreed to purchase the said Unit/Flat based on the unfettered rights of the Promoter in this regard."

We have added the following clauses in the Agreement:

5.1 The said Larger Land is being developed in a phase-wise manner by constructing and developing multiple buildings/ towers/wings/structures thereon including the Real Estate Project, Other Residential Component (if any), the Non-Residential Component (if any) and the Entire Amenities for residential/non-residential user/s as may be permissible, in the manner more particularly detailed at Recitals hereinabove. The Promoter shall be entitled and only responsible to develop the Said Larger Land as the Promoter deems fit in accordance with the approvals and permissions as may be issued from time to time and this Agreement and the Purchaser/s has/have agreed to purchase the said Premises based on the unfettered rights of the Promoter in this regard.

5.2 The Promoter and the Landowners, as maybe agreed between them, shall be exclusively entitled to utilise, exploit and consume the entire inherent development potential of the said Larger Land and/or Adjoining Properties as defined below (including by way of FSI and Transfer of Development Rights ("TDR") nomenclature in any manner including additional/incentive/ special/premium/fungible/compensatory FSI), as well as any further/future development potential capable of being utilised on the said Larger Land or any part thereof and Adjoining Properties or any part thereof (including FSI/TDR nomenclature in any manner and purchased TDR), whether balance or increased, at present or in future, and as may arise due to any reason including change in applicable law or policy. Such development potential shall vest with the Promoter and has been reserved by the Promoter unto itself, and may be utilised by the Promoter as the Promoter deems fit. The Promoter shall always be the owner and will have all the rights, title, interest in respect of the unsold premises, unallotted/ unassigned car parking spaces, common areas facilities and amenities open spaces, lobbies, staircases, terrace, swimming pool, gymnasium, or any similar facility/ies and all other areas, etc in respect of the said Project. The Purchaser/s will not have any right, title, interest, etc. in respect of the common areas and such other areas as may be designated as common areas by the Promoter and all other areas, save as

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specifically stated in this Agreement and the Purchaser/s has/have agreed to purchase the said Unit/Flat based on the unfettered rights of the Promoter in this regard.

5.3 The Purchaser acknowledges that the development of the Said Larger Land is being carried out in phases, with Phase 1 comprising Buildings A, B, C, and D, a residential-cum-commercial complex with a development potential of approximately 84,792.57 square metres being undertaken pursuant to the Sanctioned Approval dated 28.03.2025 bearing No. 4402/24. The overall sanctioned development potential for the Said Larger Land is 2,02,759.84 square metres as per the Approved Layout Plan dated 20.03.2025 bearing No. 4131/24. The Promoter shall have the flexibility to allocate the sanctioned mixed-use development potential of 2,02,759.84 square metres across any of the building(s)/wing(s) in the Whole Project subject to applicable laws and approvals. The Purchaser agrees and acknowledges that such future development may require amendments or modifications to the layout or building plans, but confirms that their Flat shall not be adversely affected in any manner. The Promoter shall have the flexibility to undertake Phase 2 within the sanctioned FSI, without requiring separate consent from the Purchasers of Phase 1. The Promoter shall be entitled to do the following as it may in its sole discretion deem fit and the Purchaser agrees to provide his/her/their informed consent for the same, subject however to the said Flat not being adversely affected in any manner whatsoever:-

- (i) Develop the Whole Project and the said Larger Land and construct the building(s) thereon including the Real Estate Project, the Other Residential Component (if any), the Non-Residential Component (if any) and the Entire Amenities;
- (ii) Apply for and obtain approvals and permissions in phases;
- (iii) To apply for and obtain amended/substituted/ revised/modified layout plans, building plans and floor plans sanctioning construction of the Real Estate Project and the Whole Project up to such floors as may be permissible whilst exploiting the full and maximal development potential of the Whole Project and the said Larger Land as stated in this Agreement;
- (iv) Make amendments, modifications, variations, alterations, changes, deletions and

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revisions with respect to the development of the Whole Project;

- (v) To construct, develop and raise buildings, structures, towers and wings on the Said Larger Land, with and without common podium levels and other common levels;
- (vi) To construct, develop and raise additional levels, floors and storeys in buildings, structures, towers and wings on the Whole Project and the Said Larger Land and the Purchaser/s shall not have any claim(s) against the Promoter in this regard;
- (vii) To construct lesser number of upper floors (from what is disclosed in the ALPS) in respect of the said Tower and/or the Real Estate Project and/or the Other Residential Component (if any) and/or the Non-Residential Component (if any) or any part thereof, and the Purchaser/s shall not have any claim(s) against the Promoter in this regard;
- (viii) To construct in, over or around or above the terrace of the Real Estate Project any additional area or facility, as may be permitted under applicable law, including the rules of the PMC and/or any other authority;
- (ix) To (by itself or through its workmen, staff, employees, representatives and agents) enter into and upon the Whole Project and the said Larger Land and any construction thereon including the said Building, the Real Estate Project, the Other Residential Component (if any) and the Non-Residential Component (if any), including to view and examine the condition and state thereof;
- To use the common areas, facilities and amenities, internal access roads and all facilities, amenities and services in the layout of the Whole Project and the said Larger Land;
- (xi) to market, sell, transfer, mortgage, alienate and dispose of or grant rights with respect to the units/premises/spaces/areas in/on the Whole Project and the Said Larger Land and all its right title and interest therein;
- (xii) To allot and grant car parking spaces in/on the Whole Project and the Said Larger Land to Purchaser/s of units/premises in/on the Whole Project and the Said Larger Land;
- (xiii) To grant or offer upon or in respect of the Whole Project and the Said Larger

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Land or any part thereof, to any third party including Purchaser/s therein, all such rights, benefits, privileges, easements including right of way, right to draw water, right to draw from or connect to all drains, sewers, installations and/or services in the Whole Project and the Said Larger Land;

- (xiv) The Promoter has informed the Purchaser/s that there may be common access road, street lights, common recreation space, passages, electricity and telephone cables, water lines, gas pipelines, drainage lines, sewerage lines, sewerage treatment plant and other common amenities and conveniences in the layout of the Said Larger Land. The Promoter has further informed the Purchaser/s that all the expenses and charges of the aforesaid amenities and conveniences may be common and the Purchaser/s alongwith other Purchaser/s of flats/units/premises in the said Tower and/or the Real Estate Project and/or in the Whole Project, and the Purchaser/s shall share such expenses and charges in respect thereof as also maintenance charges proportionately. Such proportionate amounts shall be payable by each of the Purchaser/s of flats/units/premises in the Real Estate Project/Whole Project including the Purchaser/s herein and the proportion to be paid by the Purchaser/s shall be determined by the Promoter and the Purchaser/s agree(s) to pay the same regularly without raising any dispute or objection with regard thereto. Neither the Purchaser/s nor any of the Purchaser/s of flats/units/premises in the Real Estate Project shall object to the Promoter laying through or under or over the land and/or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, etc., belonging to or meant for any of the other buildings/towers which are to be developed and constructed on any portion of the Said Larger Land.

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- (xv) The Promoter shall be entitled to construct in, over or around or above the terrace of the said Tower/the Real Estate Project any additional area or facility, including helipads or any other similar facility/ies as may be permitted within the rules of the PMC and/or any other authority and shall be solely entitled to operate and manage the same. It is clarified that such additional area or facility, including helipads or any other similar facility/ies as mentioned hereinabove shall form part of the Non-Residential Exclusive Amenities.

The Agreement of Sale has been prepared and submitted in full compliance with the **MahaRERA** guidelines, ensuring that all necessary terms and conditions are accurately reflected in accordance with the regulatory authority's requirements.

Thanking You

Yours Sincerely,

For **SHRIRAM PROPERTIES LIMITED**

Authorised Signatory



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