

Date: .....2024

Deviations/ Modifications in the proforma of the Agreement for Sale as proposed by the Promoter for project for project “PROBHA OASIS” situated at all that piece and parcel of the land bearing Plot No.1 out of S.No.26/6 to 26/10P+26/11, Village Vadgaon Budruk, Taluka Haveli, District Pune 411 041 and within the limits of Pune Municipal Corporation.

Deviations/ Modifications are shown in underlined paragraphs

| <u>Sr No</u> | <u>Model form of Agreement clause</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <u>Modifications in the proforma of the Agreement for Sale as proposed by the promoter</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <u>1</u>     | <p>Page no.--</p> <p>Clause no. L</p> <p>L]</p> <p>(i) Any covenants affecting the said property.</p> <p>(ii) Any impediments attached to the said property.</p> <p>(iii) Number and Area occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property.</p> <p>(iv) Details of illegal encroachment on the said property.</p> <p>(v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained.</p> <p>(vi) Details of mortgage or lien or charge on the said property.)</p> | <p>Page no.---</p> <p>Clause no.L</p> <p>L]</p> <p>(i) Any covenants affecting the said property.(As mentioned in the Development Agreement)</p> <p>(ii) Any impediments attached to the said property (NIL)</p> <p>(iii) Number and Area Occupied by Tenants and how they are proposed to be settled so as to have clear possession of the said property. (Nil / There are no tenants)</p> <p>(iv) Details of illegal encroachment on the said property (Nil)</p> <p>(v) Any permission (if any) required from any Government or Authority which affects the title to the property and details of all such required permissions obtained. (Application for fresh permission for non-agricultural use has been filed and will be obtained shortly)</p> <p>(vi) Details of mortgage or lien or charge on the said property.) (NIL)</p> |
| <u>2</u>     | <p>Page No.---</p> <p>Clause no. O</p> <p>AND WHEREAS the Promoter has proposed to</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>Page No.---</p> <p>Clause no.O</p> <p>O] Nature and Particulars of the entire scheme are as under –</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

| <u>Sr<br/>No</u> | <u>Model form of Agreement<br/>clause</u>                                            | <u>Modifications in the proforma of the Agreement<br/>for Sale as proposed by the promoter</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------|--------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | construct on the project land 2 Buildings with 13 floors having 2 basements & stilt. | <p>a] The layout / building plans to be constructed on Plot No.1 is revised and sanctioned for the area of 3520 Sq.mtrs. and the entire area is under development. The layout / building plan is sanctioned by PMC vide Commencement Certificate bearing No.CC/0804/24 dated 01.07.2024. The Promoter will revise the said layout in future and it will be sanctioned when permitted, by availing FSI, paid FSI, ancillary FSI, TDR, FSI or TDR for road under reservation and present or future building potential that may become available to the Promoter and account of the amalgamation of the portion admeasuring 380 Sq.mtrs. i.e. 300 Sq.mtrs. belonging to Shri Charwad and 80 Sq.mtrs. belonging to the Consenting Party with the said Portion. Application for fresh permission for non-agricultural use of the said land has been filed and will be obtained shortly.</p> <p>b] The said project consists of presently sanctioned Residential Building No.A and another Residential Building No.B is marked as Future Expansion.</p> <p>Building No.A comprising of Basement 1 &amp; 2, Ground Floor, and First to Ninth Floors having total built up area of 6169.43 Sq.mtrs. There is pit parking on Basement 2 and stack parking on Basement 1 and Ground Floor. There are six flats on each floor except ninth floor. There are four flats on ninth floor (total 52 tenaments). Copy of the said plan is annexed herewith as ANNEXURE C-1.</p> <p>c] In future additional 2 flats bearing Nos. 904, 905 on ninth floor, 6 flat bearing Nos. 1001 to 1006 on tenth floor, 6 flat bearing Nos. 1101 to 1106 on eleventh floor, 6 flat bearing Nos. 1201 to 1206 on twelfth floor, 6 flat bearing Nos. 1301 to 1306 on thirteenth floor (total 26 flats) having total built up area of 3028.71 Sq.mtrs. of Building No.A will be constructed.</p> |

| <u>Sr<br/>No</u> | <u>Model form of Agreement<br/>clause</u>                                                                                                                           | <u>Modifications in the proforma of the Agreement<br/>for Sale as proposed by the promoter</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                         |        |                           |           |   |                                                                                                                                                                     |         |                                         |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|--------|---------------------------|-----------|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|-----------------------------------------|
|                  |                                                                                                                                                                     | <p>In future Building No. B comprising of Basement 1 &amp; 2, Ground Floor, First to Thirteenth Floors, having total built up area of 6294.08 Sq.mtrs. will be constructed on the western portion of the plot adjoining the 15 mtrs wide Road. There will be 4 flats on each floor (total 52 tenements).</p> <p>Copy of the said plan is annexed herewith as ANNEXURE C-2.</p> <p>d] A Co-operative Housing Society of all the unit holders in Building A and Building B in the said project will be formed and said Buildings with land will be conveyed to the said Society.</p> <p>e] The Promoter has started the construction work of the said Building No. A.</p> <p>f] I. As per Annexure C-1 the said project consists of residential Building bearing Nos. A and B.</p> <p>ii. Particulars of said buildings is as under –</p> <table><tr><th>Building No.</th><th>Floors</th><th>Built up area in Sq.mtrs.</th><th>Car parks</th></tr><tr><td>A</td><td>Basement 2, Basement 1, Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, part Ninth Floor</td><td>6169.43</td><td>Under stilt<br/>Basement 1<br/>Basement 2</td></tr></table> <p>g] As per Annexure C-2 in addition to flats</p> | Building No.                            | Floors | Built up area in Sq.mtrs. | Car parks | A | Basement 2, Basement 1, Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, part Ninth Floor | 6169.43 | Under stilt<br>Basement 1<br>Basement 2 |
| Building No.     | Floors                                                                                                                                                              | Built up area in Sq.mtrs.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Car parks                               |        |                           |           |   |                                                                                                                                                                     |         |                                         |
| A                | Basement 2, Basement 1, Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, part Ninth Floor | 6169.43                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Under stilt<br>Basement 1<br>Basement 2 |        |                           |           |   |                                                                                                                                                                     |         |                                         |

| <u>Sr No</u> | <u>Model form of Agreement clause</u> | <u>Modifications in the proforma of the Agreement for Sale as proposed by the promoter</u>                             |                                                                                                                                                                                                                               |                                 |                                         |
|--------------|---------------------------------------|------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-----------------------------------------|
|              |                                       | mentioned in Annexure C-1 following shall be additionally constructed as and when permitted by Concerned Authorities – |                                                                                                                                                                                                                               |                                 |                                         |
|              |                                       | Buildi<br>ng<br>No.                                                                                                    | Floors                                                                                                                                                                                                                        | Built up<br>area in<br>Sq.mtrs. | Carparks                                |
|              |                                       | A                                                                                                                      | Flat Nos. 904, 905 on Ninth Floor, Flat Nos. 1001 to 1006 on Tenth Floor, Flat Nos. 1101 to 1106 on Eleventh Floor, Flat Nos. 1201 to 1206 on Twelfth Floor, Flat Nos. 1301 to 1306 on Thirteenth Floor                       | 3028.71                         | Under stilt<br>Basement 1<br>Basement 2 |
|              |                                       | B                                                                                                                      | Basement 2, Basement 1, Ground Floor, First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor, Ninth Floor, Tenth Floor, Eleventh Floor, Twelveth Floor, Thirteenth Floor | 6294.08                         | Under Stilt                             |
|              |                                       | h] It is hereby declared that the present sanctioned plans <u>have</u> been shown to the Allottee/s                    |                                                                                                                                                                                                                               |                                 |                                         |

| <u>Sr No</u> | <u>Model form of Agreement clause</u>                                                                                                                                                                                                                                           | <u>Modifications in the proforma of the Agreement for Sale as proposed by the promoter</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|              |                                                                                                                                                                                                                                                                                 | and the Floor Space Index (FSI) available is shown in the said plans. Similarly, the Floor Space Index, if any, utilised as floating floor space index or in any manner, i.e. to say transfer from the said land or floor space index of any other property used on the said land is also shown in the plan/s. In this Agreement, the word FSI or Floor Area Ratio shall have the same meaning as understood by the Planning Authority under its relevant building regulations or bye-laws. The Promoter shall be entitled to float F.S.I. of the Property in the present scheme to any other property and vice-versa if so permitted by the concerned authority. The Promoter shall also be entitled to use the FSI of the internal roads, road widening FSI, TDR, etc. on the said building and or other buildings in the layout of the said project. |
| <u>3</u>     | <p><b>Page No.---</b></p> <p><b>Clause No P</b></p> <p>AND WHEREAS the Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects.</p>       | <p><b>Page No.----</b></p> <p><b>Clause No. P</b></p> <p>P] The Promoter has entered into a standard Agreement with an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects. The Promoter reserves the right to change the Architect &amp; or the Structural Engineer if at all required.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <u>4</u>     | <p><b>Page No.---</b></p> <p><b>Clause No. AA</b></p> <p>AND WHEREAS the Allottee has applied to the Promoter for allotment of an Apartment No. ----- On ----- floor (hereinafter referred to as the said "Apartment") situated in the building (hereinafter referred to as</p> | <p><b>Page No.---</b></p> <p><b>Clause No.AA</b></p> <p>AA] The Allottee has applied to the Promoter for allotment of a Flat No._____ on _____ floor along with Pit Parking No. ----- at Basement 2 level / Stack Parking No.----- at Basement 1/Ground Floor (hereinafter referred to as the said "Flat / Unit") situated in the Building No.A (hereinafter referred to as the said "Building") being constructed in the said project, which flat / unit is more particularly described in Schedule 'A' hereunder.</p>                                                                                                                                                                                                                                                                                                                                 |

| <b><u>Sr No</u></b> | <b><u>Model form of Agreement clause</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b><u>Modifications in the proforma of the Agreement for Sale as proposed by the promoter</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | the said “Building”) being constructed in the said project.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b><u>5</u></b>     | <p><b>Page No.----</b></p> <p><b>Clause No. AB</b></p> <p>AND WHEREAS the carpet area of the said Flat/Unit is _____ Sq.mtrs and “carpet area” means the net usable floor area of the flat/unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat/unit for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the flat/unit.</p> | <p><b>Page No.----</b></p> <p><b>Clause No. AB</b></p> <p>AB] The carpet area of the said Flat/Unit is _____ Sq.mtrs and “carpet area” means the net usable floor area of the flat/unit, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat/unit for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Flat/unit for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the flat/unit.</p> <p>The Promoter has paid premium to the Corporation for bringing balconies in building area and accordingly the same are now part of the usable area of the Flat/unit. The area of the said balconies is ----- Sq. mtrs. And total carpet area of the Flat/unit including the said balconies is -- ----- Sq. mtrs. This explanation is given for better understanding of both the parties and also for clarity for calculation of value for stamp purposes.</p> |
| <b><u>6</u></b>     | <p><b>Page No.---</b></p> <p><b>Clause no.1</b></p> <p>1. The Promoter shall construct the said building consisting of ..... basement and ground / stilt/..... podiums, and ..... upper floors, on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.</p> <p>Provided that the</p>                                                                                                                                                                                                       | <p><b>Page No.---</b></p> <p><b>Clause no.1</b></p> <p>1. (A) The Promoter shall construct the said buildings bearing No.A and No.B as mentioned above, on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.</p> <p>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 Flat/unit of the Allottee except any alteration or addition required by the Government authorities or due to change in law.</p> <p>(B) The Promoter has shown to the Allottee plans</p>                                                                                                                                                                                                                                                                                                                                                                   |

| <b><u>Sr No</u></b> | <b><u>Model form of Agreement clause</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b><u>Modifications in the proforma of the Agreement for Sale as proposed by the promoter</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat/unit of the Allottee except any alteration or addition required by the Government authorities or due to change in law.                                                                                                                                                                                                                                                                                                                                                                                                                                                         | annexed herewith as Annexure No.C-1 (present sanctioned plan) and C-2 (proposed plan) and nature of the project as fully mentioned in <b>Para No. (O)</b> In the recitals. The Allottee has agreed to the same                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b><u>7</u></b>     | <p><b>Page No.---</b></p> <p><b>Clause no.1(a)</b></p> <p>1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat No._____ of the type ..... of carpet area admeasuring _____ Sq.mtrs. on _____ floor in the Building ...../ Wing (hereinafter referred to as "The Flat/unit") as shown in the Floor Plan thereof hereto annexed and marked Annexure C-1 and C-2 for the consideration of Rs._____/-(Rs. ----- only) including Rs._____/-(Rs. ----- only) being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly</p> | <p><b>Page No.---</b></p> <p><b>Clause no.1 (a)</b></p> <p>1(a) (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Flat No._____ of carpet area admeasuring _____ Sq.mtrs. [as defined in RERA] on _____ floor in the building No.A along with covered car/ pit / stack parking space at _____ level Basement 2 / Basement 1/ Ground / podium / stilt / mechanical car parking unit bearing No._____ admeasuring _____ sq.ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance (hereinafter referred to as "The Flat/unit") as shown in the Floor Plan thereof hereto annexed and marked Annexure C-1 and C-2 for the consideration of Rs._____/-(Rs. ----- only) including the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith.</p> <p>(ii) The Promoter has paid premium to the Corporation for bringing balconies in building area and accordingly the same are now part of the usable area of the Flat/unit. The area of the said balconies is ----- Sq. mtrs. And total carpet area of the</p> |

| <u>Sr No</u> | <u>Model form of Agreement clause</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <u>Modifications in the proforma of the Agreement for Sale as proposed by the promoter</u>                                                                                                                |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|              | <p>described in the Second Schedule annexed herewith. <b>(The price of the Flat/unit including the proportionate price of the common areas and facilities and parking spaces (if allotted) should be shown separately).</b></p> <p>1(a) (ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage/ covered car parking space at ----- level basement / podium / stilt / mechanical car parking unit bearing No.----- admeasuring ----- sq.ft. Having ----- ft. length x ----- ft. breadth x ----- ft. vertical clearance.</p> <p>1(a) (ii) The Allottee has requested the Promoter for allotment of an open car parking space and the Promoter agrees to allot to the Allottee an open car parking space without consideration bearing No.--- ----- admeasuring ----- Sq.ft. having ----- ft. length x ----- ft. breadth.</p> <p>1(b) The total aggregate consideration amount for</p> | <p>Flat/unit including the said balconies is ----- Sq. mtrs. This explanation is given for better understanding of both the parties and also for clarity for calculation of value for stamp purposes.</p> |



| <b><u>Sr No</u></b> | <b><u>Model form of Agreement clause</u></b>                                                                                                                                                                                                                                                                                                                                                    | <b><u>Modifications in the proforma of the Agreement for Sale as proposed by the promoter</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | the flat/unit including garages/covered parking spaces is thus Rs._____-/-                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b><u>7</u></b>     | <p><b>Page No.-----</b></p> <p><b>Clause No.1(d)</b></p> <p>1(d) The Total Price above excludes Taxes (consisting of Tax paid or payable by the Promoter by way of GST 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 Flat/unit.</p> | <p><b>Page No.-----</b></p> <p><b>Clause No.1(d)</b></p> <p>1(d) The Total Price above excludes Taxes (consisting of Tax paid or payable by the Promoter by way of GST 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 Flat/unit.</p> <p style="color: red;">The Allottee shall be obliged to pay to the Promoter G.S.T. at the rate levied under the provisions of the Central Goods and Services Tax Act 2017 and/or State Goods and Services Act 2017 and the respective rules framed thereunder at the time of payment of each installment of the price and other money payable under this agreement to the Promoter. The Promoter shall pay such levy to the concerned authorities under said statutes.</p> <p style="color: red;">The Allottee/s authorize/s 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/s undertake not to object / demand / direct the Promoter to adjust his/her payments in any manner.</p> |
| <b><u>8</u></b>     | <p><b>Page No.-----</b></p> <p><b>Clause No.3</b></p> <p>3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... Sq.mtrs. only and Promoter has planned to utilize Floor Space Index of ..... by</p>                                                                                                                            | <p><b>Page No.-----</b></p> <p><b>Clause No.3</b></p> <p>3. The Promoter hereby declares that the Floor Space Index i.e. total built-up area available as on date in respect of Building No.A and B in the Project land is 6169.23 Sq.mtrs. only and Promoter has planned to utilize Floor Space Index of 4. by availing of TDR of FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

| <u>Sr No</u>    | <u>Model form of Agreement clause</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | <u>Modifications in the proforma of the Agreement for Sale as proposed by the promoter</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                 | <p>availing of TDR of 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. 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 Flat/unit based on the proposed construction and sale of flat/units to be carried out by Promoter by utilizing proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.</p> | <p>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. The Promoter has disclosed the Floor Space Index of 4 as proposed to be utilized by it on the project land in the said Project and Allottee has agreed to purchase the said Flat/unit based on the proposed construction and sale of flat/units to be carried out by Promoter by utilizing proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. <b>The Promoter has disclosed the particulars of the present sanctioned FSI/ built-up area and also that will be got sanctioned in future as mentioned above in recitals.</b></p> |
| <b><u>9</u></b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p><b>Page No.---</b></p> <p><b>Clause no.4</b></p> <p><b>4. The Allottee/s shall offer his/her/their unconditional support for compliance as required by local/state/central government including semi-governmental agencies and pollution control board and which may include operation of the rain water harvesting, Sewerage/Effluent Treatment Plant (if any), Dependable parking (if any), solar water</b></p>                                                                                                                                                                                                                                                                                                                                                           |

| <b><u>Sr<br/>No</u></b> | <b><u>Model form of Agreement<br/>clause</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b><u>Modifications in the proforma of the Agreement<br/>for Sale as proposed by the promoter</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | heater, ventilation devices, fire fighting system/equipment and other equipment and processes etc. The Allottee/s shall not have any objection to the Promoters and/or the ultimate organization of tenement allottees or the maintenance company to operate, upgrade, maintain and run the above mentioned equipment's, systems, facilities and processes as per the rules and regulations imposed by the concerned authorities and the Allottee(s) agrees to contribute to costs involved in these processes on prorata basis or as decided by the ultimate organization. The Allottee(s) will not hold the promoter accountable for any penalty or action taken by any authority for failure on the part of Allottee(s) or the ultimate organization, to comply with the required laws and procedures for obtaining certification, permissions etc. for operation, up-gradation, modification, periodic monitoring and maintenance of such equipment's/devices and processes. |
| <b><u>10</u></b>        | <p><b>Page No.----</b></p> <p><b>Clause No.4.2</b></p> <p>4.2 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, or the Allottee</p> | <p><b>Page No.----</b></p> <p><b>Clause No.4.2 &amp; 4.3</b></p> <p>4.2 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, or the Allottee committing breach of any term of this agreement, the Promoter shall at its own option, may terminate this Agreement.</p> <p>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</p>             |

| <b><u>Sr No</u></b> | <b><u>Model form of Agreement clause</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b><u>Modifications in the proforma of the Agreement for Sale as proposed by the promoter</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | <p>committing breach of any term of this agreement, the Promoter shall at its own option, may terminate this Agreement.</p> <p>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 condition 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.</p> <p>Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments</p> | <p>condition 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.</p> <p>Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Flat/unit which may till then have been paid by the Allottee to the Promoter. <b>The amount will be refunded to the Allottee at the time of the Allottee executing and registering Deed of Cancellation of this agreement and on resale of the said flat/unit by the Promoter to other person whichever is later.</b></p> <p><b>Provided further that the Promoter at its option and discretion, without terminating the agreement, shall be entitled for specific performance thereof and to recover the amount due with interest thereon and in addition the Promoter shall also be entitled to damages and losses suffered because of the delay in payment of the balance consideration. In the above event as Promoter has opted not to terminate the agreement, the Promoter shall not be liable to refund the amount. Also the Promoter may exercise the option either to terminate or not terminate the agreement at any time after default and especially when the Promoter receives concrete offer for re-sale of the Flat/unit so that after termination Promoter will be able to execute the agreement with the new purchaser/allottee.</b></p> <p><b>4.3 The Allottee is aware that depending upon various promises and assurances given by the Allottee, the Promoter has incurred and shall incur</b></p> |

| <b><u>Sr No</u></b> | <b><u>Model form of Agreement clause</u></b>                                                                                                                                                                                                                                                                                                                                                                                                        | <b><u>Modifications in the proforma of the Agreement for Sale as proposed by the promoter</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | of sale consideration of the Flat/unit which may till then have been paid by the Allottee to the Promoter.                                                                                                                                                                                                                                                                                                                                          | the expenditure and will make commitments to third parties and therefore in the event of cancellation of the Agreement by the Allottee for any reason whatsoever, the Promoter in addition and without prejudice to other remedies and rights and towards reimbursement and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this Agreement being terminated by the Allottee for any reason whatsoever, the Promoter shall be entitled to retain, withhold and forfeit a minimum amount of 10% from and out of the amount so far then paid by the Allottee to the Promoter and the Promoter shall be liable to repay only the balance amount (if any) from the amount received by the Promoter on resale of the said Flat/Unit. In this case reduction in price of the flat/unit will be considered as damages/loss of the Promoter in addition to other loss and expenses. Thus in case of termination of this agreement for any reason, taxes such as GST / VAT etc. already paid / reimbursed shall not be refunded by the Promoter to the Allottee. |
| <b><u>11</u></b>    | <b>Page No.-----</b><br><b>Clause No.7.1</b><br><b>7.1 Procedure for taking possession –</b> The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Flat/Unit, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give | <b>Page No.-----</b><br><b>Clause No.7.1</b><br><b>7.1 Procedure for taking possession –</b> The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the Flat/Unit, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Flat/Unit to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The                                                                                                                                                                                                                                                                                     |

| <u>Sr No</u>     | <u>Model form of Agreement clause</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <u>Modifications in the proforma of the Agreement for Sale as proposed by the promoter</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | possession of the Flat/Unit to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the project. | Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the project.<br><br><b>Possession of the Flat/unit shall be delivered on or before 30.07.2028 and possession of the amenities like club-house, etc. shall be delivered on or before 30.07.2028.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b><u>12</u></b> | <b>Page No.-----</b><br><b>Clause No.7.3</b><br><b>7.3 Failure of Allottee to take Possession of Flat/Unit:</b> Upon receiving a written intimation from the Promoter as per clause 7.1 the Allottee shall take possession of the Flat/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 Flat/Unit to the Allottee. In case the                                                  | <b>Page No.-----</b><br><b>Clause No.7.3</b><br><b>7.3 Failure of Allottee to take Possession of Flat/Unit:</b> Upon receiving a written intimation from the Promoter as per clause 7.1 the Allottee shall take possession of the Flat/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 Flat/Unit to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable, <b>subject however that the Promoter shall be entitled to terminate this agreement for the reason of Allottee failing to act as above.</b> |

| <b><u>Sr No</u></b> | <b><u>Model form of Agreement clause</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b><u>Modifications in the proforma of the Agreement for Sale as proposed by the promoter</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b><u>13</u></b>    | <p><b>Page No.----</b></p> <p><b>Clause no.7.4</b></p> <p>7.4 If within a period of five years from the date of handing over the Flat/unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat/unit or the building in which the Flat/unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.</p> | <p><b>Page No.----</b></p> <p><b>Clause no.7.4</b></p> <p>7.4 If within a period of five years from the date of handing over the Flat/unit to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Flat/unit or the building in which the Flat/unit are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.</p> <p><b>Provided however, that it is agreed that the prescribed liability period under the Act shall be deemed to have commenced from the date of obtaining the Completion Certificate or from the date on which the Promoter has given the necessary intimation under this clause, whichever is earlier.</b></p> <p><b>Provided further that the Allottee/s shall not carry out any alterations of whatsoever nature in the said flat/unit or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection in the bathroom as this may result in seepage of the water. If any of such works are carried out without the permission of the Promoter, the defect liability automatically shall become void. Further, the allottee shall be liable of paying damages, if any, to allottee / owner / user of</b></p> |

| <b><u>Sr<br/>No</u></b> | <b><u>Model form of Agreement<br/>clause</u></b>                                                                                                                           | <b><u>Modifications in the proforma of the Agreement<br/>for Sale as proposed by the promoter</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                         |                                                                                                                                                                            | <p>the flat/unit below.</p> <p>7.4 (a) The Allottee shall not damage, take support of any RCC members like RCC columns, RCC beams, or RCC slabs or make changes therein or affect the same in any manner without taking specific permission in writing from the Promoter.</p> <p>(b) The Allottee specifically agrees not to undertake any addition/alteration without taking specific permission in writing from the promoters. He/They also agree not to change / alter position of the signage. No encroachment, on atrium / passage / stair etc. will be allowed. The Allottee shall occupy / display his materials, within boundaries of his/her flat/unit only. On no account goods are to overflow on common areas.</p> <p>(c) The defect mentioned above is manufacturing structural defect and not caused by wear and tear or by weather fluctuations (such as crack developed in plaster) or lack of maintenance on the part of the Allottee or the organization (as the case may be). Regarding the items which are got manufactured or supplied by Promoter from outside agencies (e.g. lift, generator, inverter, kitchen trolley, kitchen gas supply machinery, mechanical parking, electronic devices and who have given their guarantees, the said guarantees, subject to the terms thereof, shall continue and shall be the contracts between the said manufacturer or supplier and the Allottee or organization since the date of delivery of possession of the flat/ unit to the allottee and the Promoter shall not be responsible for the same.</p> |
| <b><u>14</u></b>        | <p><b>Page No.----</b></p> <p><b>Clause no.8</b></p> <p>The Allottee shall use the Flat/Unit or any part thereof or permit the same to be used only for the purpose of</p> | <p><b>Page No.----</b></p> <p><b>Clause no.8</b></p> <p>8. The Allottee shall use the Flat/Unit or any part thereof or permit the same to be used only for the purpose of <b>residence</b>. He shall use the parking space only for purpose of keeping or parking vehicle.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |



| <b><u>Sr No</u></b> | <b><u>Model form of Agreement clause</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <b><u>Modifications in the proforma of the Agreement for Sale as proposed by the promoter</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | *residence/office/show-room/shop/godown for carrying on any industry or business (*strike of which is not applicable). He shall use the garage or parking space only for purpose of keeping or parking vehicle.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b><u>15</u></b>    | <p><b>Page No.---</b></p> <p><b>Clause no.9</b></p> <p><b>9. The Promoter shall submit the application for registration of Society / Association to the Registrar for registration of a Co-operative Housing Society under the Maharashtra Co-operative Societies Act 1960 or Association of Apartment Owners under the Maharashtra Apartment Ownership Act 1970, or a company or any other legal entity, within three months from the date or which fifty-one per cent of the total number of allottee in such a building or a wing have booked their flat/unit</b></p> <p><b>*** Registration of Federation / Apex Body / maintenance society /Trust etc.</b></p> <p><b>The Promoter shall submit an application to the Registrar for</b></p> | <p><b>Page No.----</b></p> <p><b>Clause No.9</b></p> <p>9.1 (i) The Promoter shall submit the application in that behalf to the Registrar for registration of a Co-operative Housing Society under the Maharashtra Co-operative Societies Act 1960 within three months from the date or which fifty-one per cent of the total number of allottees in such a building or a wing have booked their flat/unit.</p> <p>9.2 (i) Provided that in the absence of any local law conveyance deed in favour of the Society, under section 17 shall be carried out by the Promoter within three months from date of issue of occupancy certificate.</p> <p>9.3 Subject to payment of all dues by all allottees conveyance to the society shall be done on or before 31<sup>st</sup> December, 2028.</p> <p>9.4 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Flat/unit 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 Flat/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</p> |

| <u>Sr No</u> | <u>Model form of Agreement clause</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <u>Modifications in the proforma of the Agreement for Sale as proposed by the promoter</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|              | <p>registration of Co-operative Society or the company application to the Registrar for registration of the co-operative society or the company to form and register an Apex Body in form of Federation or Holding entity consisting of all such entities in the layout formed as per clause (i) of Sub-rule(1) of rule 9(1)(i) herein above. Such application shall be made within a period of three months from the date of the receipt of Occupation Certificate of the last of the building which was to be constructed in the layout.</p> <p>9.2 Provided that in the absence of any local law conveyance deed in favour of the Society or allottee or the association of the allottees or the competent authority, as the case may be, under section 17 shall be carried out by the Promoter within three months from date of issue of occupancy certificate.</p> <p>*** period for conveyance of title by Promoter to</p> | <p>management and maintenance of the project land and building/s. Until the management of the common area and facilities are handed over to the Society, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs.5/- per Sq.ft. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until the management is handed over to the Society where after the said deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society. The Allottee shall pay to the Promoter in advance 12 months' contribution i.e. amount of Rs. -----/- as and when demanded by the Promoter and in any case before delivery of possession of the said Flat/unit. The said amount shall not carry any interest and will be adjusted towards monthly contribution every month since the date of delivery of possession of the said Flat/unit.</p> |

| <u>Sr No</u>     | <u>Model form of Agreement clause</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <u>Modifications in the proforma of the Agreement for Sale as proposed by the promoter</u>                                                                                                                                                                                                                                                                                                                   |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | <p>organization of allottees in case of layout / structure conveyance</p> <p>9.3 (a) In the case of a building or a wing of a building in a layout, the Promoter shall (subject to his right to dispose of the remaining apartments, if any) execute the conveyance of the structure of that building or wing of that building (excluding basements and podiums) within one month from the date of issue of occupancy certificate.</p> <p>(b) In the case of a layout, the Promoter shall execute the conveyance of the entire undivided or inseparable land underneath all buildings jointly or otherwise within three months from the date of issue of occupancy certificate to the last of the building or wing in the layout.</p> |                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b><u>16</u></b> | <p><b>Page No.---</b></p> <p><b>Clause No.10 &amp; 11</b></p> <p>10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-</p> <p>(i) Rs.----- for</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p><b>Page No.----</b></p> <p><b>Clause No.10</b></p> <p>10. The Promoter shall bear legal charges, share money, charges for formation and registration of <b>Society</b>, MSEB/MSEDCL meter deposit, Transformer charges, if any, common meter installation charges, infrastructure charges and misc. expenses etc. No amount for the said items is being taken by the Promoter from the Allottee/s and</p> |

| <u>Sr<br/>No</u> | <u>Model form of Agreement<br/>clause</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <u>Modifications in the proforma of the Agreement<br/>for Sale as proposed by the promoter</u> |
|------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
|                  | <p>share money,<br/>application entrance<br/>fee of the <b><u>Society or<br/>Association or<br/>Limited Company /<br/>Federation / Apex<br/>Body</u></b></p> <p>(ii) Rs. ----- for<br/>formation and<br/>registration of the<br/><b><u>Society or<br/>Association or<br/>Limited Company /<br/>Federation / Apex<br/>body.</u></b></p> <p>(iii) Rs.----- for<br/>proportionate share of<br/>taxes and other<br/>charges/levies in<br/>respect of the <b><u>Society<br/>or Association or<br/>Limited Company /<br/>Federation / Apex<br/>body</u></b></p> <p>(iv) Rs.----- for<br/>deposit towards<br/>provisional monthly<br/>contribution towards<br/>outgoings of <b><u>Society<br/>or Association or<br/>Limited Company /<br/>Federation / Apex<br/>body.</u></b></p> <p>(v) Rs.----- for<br/>deposit towards Water,<br/>Electric, drainage and<br/>other utility and<br/>services connection<br/>charges and</p> | <p>hence account thereof cannot and will not be<br/>maintained and given.</p>                  |

| <u>Sr No</u>     | <u>Model form of Agreement clause</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <u>Modifications in the proforma of the Agreement for Sale as proposed by the promoter</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | <p>(vi) Rs. ----- for deposits of electrical receiving and Sub Station / Transformer provided in Layout.</p> <p>11. The Allottee shall pay to the Promoter a sum of Rs. ----- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law / Advocates of the Promoter in connection with formation of the said Society or Association or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b><u>17</u></b> | <p><b>Page No.---</b></p> <p><b>Clause no.12</b></p> <p>12. At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges</p>                                                                                                                                                                                                                                                                                          | <p><b>Page No.----</b></p> <p><b>Clause No.11</b></p> <p>11. Before registration of conveyance in favour of the Society, the Allottee (along with other allottees in the project) shall pay to the Promoter all their dues including but not limited to maintenance charges, balance of the price of the unit/s (if any), interest on delayed payment, taxes including GST, the Allottees' share of stamp duty and registration charges payable (if any), by the allottee or said Society on such conveyance or any document or instrument of transfer in respect of the project land</p> |

| <b><u>Sr No</u></b> | <b><u>Model form of Agreement clause</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b><u>Modifications in the proforma of the Agreement for Sale as proposed by the promoter</u></b>                                                                                                                                                                                                                                                                                                           |
|---------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | payable, by the said Society or Association or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building / wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation. | and buildings thereon.                                                                                                                                                                                                                                                                                                                                                                                      |
| <b><u>18</u></b>    | <b>Page No.----</b><br><b>Clause No.13</b><br><b>13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER</b><br>The Promoter hereby represents and warrants to the Allottee as follows<br>ix. At the time of execution of the conveyance deed of the structure to                                                                                                                                                                                                                                                                                                                                                       | <b>Page No.----</b><br><b>Clause No.12</b><br><b>12. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER</b><br>The Promoter hereby represents and warrants to the Allottee as follows :<br>ix. The Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas and facilities to the Society on 31 <sup>st</sup> December, 2028 or earlier as per the discretion of the Promoter; |

| <b><u>Sr<br/>No</u></b> | <b><u>Model form of Agreement<br/>clause</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b><u>Modifications in the proforma of the Agreement<br/>for Sale as proposed by the promoter</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                         | the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b><u>19</u></b>        | <p><b>Page No.-----</b></p> <p><b>Clause no.14.</b></p> <p>14. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/unit may come, hereby covenants with the Promoter as follows :-</p> <p>xi. Till a conveyance of the structure of the building in which flat/unit is situated is execute din favour of Society/Limited Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.</p> <p>xii. Till a conveyance of the project land on which</p> | <p><b>Page No.-----</b></p> <p><b>Clause no.13.</b></p> <p>13. The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Flat/unit may come, hereby covenants with the Promoter as follows :-</p> <p>xi. Till the entire project is completed in all respects and all the buildings and common area and facilities are handed over to the Society the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.</p> <p>xii. Not to obstruct the development work for any reason and in any way.</p> <p>xiii. In the event of the Promoter carrying out any work of additions and/or alterations as per instructions of the Allottee to keep the Promoter harmless and indemnified from all or any actions if taken by any person or authority or incidentals thereof. The Promoter shall not be bound to obtain completion/occupation certificate as per such additions or alterations which work shall be done by the Allottee at his own</p> |

| <b><u>Sr<br/>No</u></b> | <b><u>Model form of Agreement<br/>clause</u></b>                                                                                                                                                                                                                                                                                                   | <b><u>Modifications in the proforma of the Agreement<br/>for Sale as proposed by the promoter</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                         | the building in which flat/unit is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof. | <p>costs and risk.</p> <p>xiv. If the Allottee shall desire to fit grill/s to the balconies and/or windows then he/she shall do so only after completion of the entire project and obtaining written permission of the Promoter and at his/her own costs and responsibility and only as per the designs and specifications approved by the Promoter.</p> <p>xv. The Allottee shall not dry or hang clothes in the balconies.</p> <p>xvii. Till a separate electric meter or a water meter is installed/allotted by the M.S.E.B./M.S.E.D.C.L./P.M.C./ concerned authority, the Allottee herein hereby agrees to bear and pay punctually the amounts and charges of the common electric and water meter and also the expenses for the maintenance of the common areas and facilities in proportion to the area of his/her flat/unit.</p> <p>xviii. If after delivery of possession of the said unit, the Promoter or Society is required to carry out repairs including for stopping leakage of water in the toilet, then the Allottee herein shall permit the Promoter or Society as the case may be to carry out such repairs without delay and shall give required help therefor. If such leakage is due to alterations made by the Allottee or due to negligence of the Allottee then the Allottee shall be liable to carry out the said repairs and pay cost therefor.</p> <p>xix. The Allottee/s shall keep the facade and</p> |



| <u>Sr<br/>No</u> | <u>Model form of Agreement<br/>clause</u> | <u>Modifications in the proforma of the Agreement<br/>for Sale as proposed by the promoter</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  |                                           | <p>outer surfaces of the building in the same condition and maintain the same to the extent of his/her unit. Allottee/s shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the building. The Allottee/s shall not cause any nuisance to other purchaser/allottee/s and occupiers and Promoter in any manner whatever.</p> <p>xx. The Promoter advises the Allottee not to visit the site during the period of construction work for various purposes including safety. Allottee and/or any person on his/her/their behalf shall not be entitled to enter the site of construction for any purpose without prior permission of the Promoter. Promoter may allow Allottee and his/her/their immediate family (excluding children below 15 years of age) visit of the flat/unit purchased by him/her/them on one day in a month and on restricted hours in the presence of his/her representative for checking the progress of the work of his/her/their flat/unit. Allottee and his/her family will arrange for their own gear viz. helmet and boots and visit the construction site at their own risk. Promoter shall not be responsible for any accident or injury. Also if due to action or non-action of the visitors any harm be caused to the site or to the men of the Promoter or any other person then Allottee shall be responsible for the same. Promoter reserves its right to prohibit the Allottee or any person from visiting the site or his/her/their flat/unit for any reason including safety, nuisance, etc. and decision of the Promoter shall be final.</p> |

| <b><u>Sr<br/>No</u></b> | <b><u>Model form of Agreement<br/>clause</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <b><u>Modifications in the proforma of the Agreement<br/>for Sale as proposed by the promoter</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>xxi. The Allottee/s shall not use elevator for transportation of material to be taken for the purpose of any work by the purchaser or his workers appointed.</p> <p>xxii. The Allottee shall not erect dish or other antennae outside the Flat/unit / building which shall be erected only on the roof of the building in the place designated for the same by the Promoter.</p> <p>If Allottee fails to act as above or breaches any term, the Promoter shall be entitled to terminate this agreement.</p>                                                                         |
| <b><u>20</u></b>        | <p><b>Page No.-----</b></p> <p><b>Clause no.16</b></p> <p>16. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/units or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat/unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company/ Association or other body and until the project land is transferred to the Apex Body/Federation as</p> | <p><b>Page No.---</b></p> <p><b>Clause no.14</b></p> <p>14. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat/units and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Flat/unit hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Promoter until the said land with building is transferred to the Society as hereinbefore mentioned.</p> |

| <u>Sr No</u> | <u>Model form of Agreement clause</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <u>Modifications in the proforma of the Agreement for Sale as proposed by the promoter</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|              | hereinbefore mentioned.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <u>22</u>    | <p><b>Page No.----</b></p> <p><b>Clause no.17</b></p> <p><b>17. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE</b></p> <p>After the Promoter executes this Agreement he/she shall not mortgage or create a charge on the Flat/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 who has taken or agreed to take such Flat/unit.</p> | <p><b>Page No.----</b></p> <p><b>Clause no.15</b></p> <p><b>15. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE</b></p> <p>After the Promoter executes this Agreement he/she shall not mortgage or create a charge on the Flat/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 who has taken or agreed to take such Flat/unit. <b>It is however made clear that Promoter shall be entitled to mortgage or continue the mortgage or charge on the remaining entire project and this agreement shall not affect the said charge.</b></p>                                                                                               |
| <u>23</u>    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | <p><b>Page No.----</b></p> <p><b>Clause No.16</b></p> <p><b>16. It is agreed by and between the Parties as under -</b></p> <p>I. The name of the project shall be “PROBHA OASIS” and this name shall not be changed.</p> <p>II. The Promoter has made full and true disclosure of the title of the said land as well as the encumbrances, if any, known to the Promoter. The Promoter has also disclosed to the Allottee nature of its right, title and interest or right to construct building/s. The Promoter has also given inspection of all the documents to the Allottee /s as required by law. The Allottee/s having acquainted himself/herself/themselves with all the facts and right of the Promoter has entered into this Agreement. The Allottee/s hereinafter shall not be entitled to challenge or</p> |

| <u>Sr<br/>No</u> | <u>Model form of Agreement<br/>clause</u> | <u>Modifications in the proforma of the Agreement<br/>for Sale as proposed by the promoter</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  |                                           | <p>question the title of the Consenting Party and the right/authority of the Promoter in respect of the said land and to enter into this agreement. At any stage during the implementation of the scheme the Promoter shall be at liberty to sell, assign or transfer or enter into joint venture / partnership or mortgage or demerge or convert itself to another entity having different name or otherwise deal with its title and interest in the said land and buildings to be constructed without affecting the rights granted in favour of the Allottee in respect of the unit agreed to be purchased by him as per the terms of the Agreements.</p> <p>III. Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.</p> <p>IV. The Allottee/s is/are aware that corporation may not be able to supply adequate water throughout the year. In that case until the conveyance, the Promoter shall help the Allottees and their organization for providing required quantity of water by purchasing the same from the market as per availability. All costs therefor shall be borne by the Allottees and their organization and Promoter shall not be liable to bear the costs thereof. In this respect the role of the Promoter shall be of giving required help and making adequate arrangements.</p> |

| <u>Sr<br/>No</u> | <u>Model form of Agreement<br/>clause</u> | <u>Modifications in the proforma of the Agreement<br/>for Sale as proposed by the promoter</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|------------------|-------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  |                                           | <p>V. If any tax, cess, duty, premium or like some be levied or made applicable by any authority in future on the subject relating to this Agreement then the Promoter shall be entitled and the Allottee shall be liable to pay to the Promoter the said additional amount in proportion to the area of the said Flat/unit or as may be made applicable. The said amount shall be paid by the Allottee within 15 days from the date of demand made by the Promoter. If Allottee fails to pay the said amount with the said time limit then the Promoter shall be entitled to interest thereon and/or to terminate the Agreement.</p> <p>VI. Provided that the Promoter does not in any way affect or prejudice the right hereby granted in favour of the Allottee in respect of the said flat/unit, the Promoter as per the provisions of the RERA shall be at liberty to sell, assign or otherwise deal with or dispose off their right, title and interest in the said entire scheme or under this agreement or in the said building hereinafter to be constructed thereon.</p> <p>VII. After the possession of the premises/building is handed over or after getting the completion certificate of the building by concerned local authority if any work thereafter is required to be carried out by the Government or Municipality or any statutory authority, the same shall be carried out by the Allottee in co-operation with the Allottees of the other flat/units in the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same.</p> <p>VIII. The Allottee has read the terms of the Development Agreement and other agreements in between the Promoter and Consenting Party and Allottee agrees that this agreement is</p> |

| <u>Sr<br/>No</u> | <u>Model form of Agreement<br/>clause</u> | <u>Modifications in the proforma of the Agreement<br/>for Sale as proposed by the promoter</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------|-------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  |                                           | <p>subject to the said terms and are also binding on him.</p> <p>IX. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space/s adjacent to the terrace flat/units in the said building, if any, shall belong exclusively to the Promoter or respective purchaser/allottee of the terrace flat/units if so allotted by the Promoter and such terrace spaces are intended for the exclusive use of the respective terrace flat/unit Allottee. The said terrace shall not be enclosed by the flat/unit Allottee till the permission in writing is obtained from the concerned local authority and the Promoter or the Society as the case may be. The Promoter shall have the right to construct flat/units etc. on the terraces of the existing building and utilise the FSI obtained for Road Widening/Internal Road or any other TDR obtained by the Promoter.</p> <p>X. If any amount due and payable by the Allottee remains unpaid then the Promoter at its discretion and without prejudice to its other rights shall be entitled to adjust and satisfy such dues from any other amount paid by the Allottee or from any amount payable to the Allottee and adjust the account accordingly and in case still there are dues from Allottee make demand accordingly.</p> <p>XI. Any exclusive use allotted by the Promoter shall be subject to the right of the Society and its agents of use of the same for the specific purpose and to the extent necessary of maintenance and repairs of the common amenities such as drainage, water and electrical lines, etc. All areas, etc. which are not allowed for exclusive use to any other person/s,</p> |

| <u>Sr<br/>No</u> | <u>Model form of Agreement<br/>clause</u> | <u>Modifications in the proforma of the Agreement<br/>for Sale as proposed by the promoter</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------------|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  |                                           | <p>shall remain for the exclusive use of the Promoter and the Allottee herein shall not object to the same nor obstruct the Promoter from allowing such exclusive use to any other person/s.</p> <p>XII. The Allottee hereby irrevocably authorises the Promoter to represent him before the concerned authorities in all matters regarding the property tax, assessment and re-assessment before the concerned authorities and the decisions taken by the Promoter in this regard shall be binding on the Allottee. The Promoter may till the execution of the final conveyance represent the Allottee to do all the necessary things/acts in all the departments of the concerned authority, Collectorate, Road, Water, Building Tax assessment, Govt. and Semi-Govt. departments, MSEB/MSEDCL, etc. and the same shall stand ratified and confirmed by the Allottee herein.</p> <p>XIII. It is specifically agreed between the Parties that even if the Society of all the unit holders is formed and registered and conveyance completed the Promoter and the Consenting Party will not be liable to pay any transfer fee, entrance fee, or any fee or charges under any head and also will not be liable to contribute towards the common expenses or maintenance charges or any amount under any head towards the share in common expenses in respect of the unsold flat/units. The allottees of such units shall be liable to pay maintenance from the date of allotment and delivery of possession.</p> <p>XIV. The Promoter may develop the open space and construct Club House or other such facility. The said open space and club house shall be a</p> |

| <u>Sr<br/>No</u> | <u>Model form of Agreement<br/>clause</u> | <u>Modifications in the proforma of the Agreement<br/>for Sale as proposed by the promoter</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|------------------|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  |                                           | <p>common facility and the Promoter is not seeking any separate contribution for development and construction of the said facilities. However on completion of the said facilities and the same being made available to the Allottee he shall be liable to pay contribution of charges of maintenance thereof as may be decided and levied by the Promoter until the said facilities are handed over to the organisation and thereafter to the Society as may be decided and levied by such organisation.</p> <p>XV. Common areas and facilities in the said larger project common among all flat purchaser/s will be completed and possession will be delivered on or before 31<sup>st</sup> December, 2028.</p> <p>XVI. It is hereby made clear that the Promoter shall be entitled to use the marginal open space/s as an access for another building, land and allow such access to any other person/s and the Allottee/s herein or the organisation in which he will become a member shall not be entitled to object the said use by the Promoter or its nominee/s or assignee/s and the flat/unit or the property shall be conveyed subject to the said right of the Promoter and this term is the essence of this agreement.</p> <p>XVII. As the Promoter will be applying to the concerned authorities for giving separate water connections for the building and electricity meters and connections for the flat/unit of the Allottee if there is a delay in obtaining the water and electricity connections from the concerned departments then in that case the Promoter may provide electrical connections/water supply through any other temporary arrangement due to which if there is improper supply of</p> |



| <u>Sr<br/>No</u> | <u>Model form of Agreement<br/>clause</u> | <u>Modifications in the proforma of the Agreement<br/>for Sale as proposed by the promoter</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  |                                           | <p>water/electricity the Promoter shall not be held responsible for the same and the Allottee shall not have any objection for any temporary arrangement that may be made in the said interim period. The Allottee shall pay for the proportionate charges as demanded, determined and decided by the Promoter. The Promoter shall be entitled to deduct any dues of such proportion or entire charges payable by the Allottee for the above from the maintenance deposit.</p> <p>XVIII. It is hereby made clear that as stated herein above the organisation of all the Flat/unit Allottee/Unit holders for the said Building shall be a co-operative Housing Society to be formed and registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 as the case may be as per the discretion of the Promoter.</p> <p><b><u>INVESTMENT CLAUSE</u></b></p> <p>XIX. The Allottee herein has agreed to purchase the said Flat/unit as an Investor as laid down in Article 5(ga) (ii) of the Bombay Stamp Act, 1958 and hence is entitled to adjust the stamp duty paid to this agreement against the duty payable to the conveyance by the Allottee herein to the subsequent Allottee as per the provision to the said clause 5(ga) (ii) of the Bombay Stamp Act, 1958.</p> <p>XX. It is declared by the Parties that they are all citizens of India and domiciled in India.</p> <p>XXI. (i) The Promoter at its discretion and option shall be entitled to enter into agreement with any person / company / agency for maintenance of the common areas and facilities</p> |

| <u>Sr<br/>No</u> | <u>Model form of Agreement<br/>clause</u> | <u>Modifications in the proforma of the Agreement<br/>for Sale as proposed by the promoter</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  |                                           | <p>for months or years with a view to ensure cleanliness thereof even after formation of Society. The Allottee and Society shall be bound by the said contract. During the continuance of the scheme the maintenance charges paid by the Allottee after occupying the flat/unit agreed to be sold to him or interest accrued from the deposit paid by him, is never sufficient to cover the expenses of maintenance of the common areas and facilities, as similar charges are not collected from the other flat/units / unsold flat/units. The Allottee herein agrees to the above fact and hence agrees that he will not demand account therefor till the entire scheme is complete and maintenance is handed over to the Society.</p> <p>(ii) The monthly / yearly contribution towards maintenance mentioned above does not include charges towards supply of water. Water will be provided by Promoter from various sources viz. bore well, tankers, corporation, etc. and hence Promoter shall calculate the cost that is being or will be incurred by the Promoter from time to time and divide the same prorata on each building in the scheme and thus on each flat/unit and the same will be billed and collected in advance. The collection may be on half yearly or yearly basis.</p> <p>(iii) It is made clear that presently period of 4 to 6 months is required for obtaining completion certificate from the Corporation after completion of the development and the building and filing of the application. For the said reason the Promoter shall obtain certificate of the Architect about the building work having been completed and on the request of the Allottee the Promoter shall deliver possession of the flat/unit for the purpose of interior works, pooja, etc. The</p> |

| <u>Sr<br/>No</u> | <u>Model form of Agreement<br/>clause</u>                            | <u>Modifications in the proforma of the Agreement<br/>for Sale as proposed by the promoter</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------|----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  |                                                                      | <p>Allottee shall be liable to pay maintenance charges from the date of delivery of such possession.</p> <p>(iv) If the flat/unit purchaser fails to pay the maintenance or water supply charges then the Promoter shall be entitled to dis-connect or stop the supply to the flat/unit until the charges are paid.</p> <p>(v)</p> <p><u>XXII. REIMBURSEMENT FOR EXPENSES OF INTERIOR WORKS:</u></p> <p>In addition to the above the Allottee shall be liable to pay to the Promoter costs that may be incurred by the Promoter on account of Allottee's use of common amenities such as water, electricity, etc. for interior works. In security thereof the Allottee shall pay to the Promoter Rs.2,00,000/- (Rs. Two Lakhs only) which will repaid after completion of the interior works by the Allottee after deducting therefrom costs suffered by the Promoter or penalty levied for misbehavior or improper use. Quantum of such costs shall be calculated by the Promoter on ad-hoc basis. The Allottee shall ensure that the workers carrying out the interior works behave properly and do not cause nuisance to the Promoter and others and act as per the rules that may be stipulated by the Promoter for the purpose. E.g. the material shall be kept in the parking of which use is specified by the Allottee for himself. If any worker misbehaves and continues to misbehave after warning, the Promoter shall be entitled to stop his entry in the Property.</p> |
| <b><u>24</u></b> | <p>Page no.---</p> <p>Clause no.25</p> <p>25. PLACE OF EXECUTION</p> | <p>Page no.---</p> <p>Clause no.24</p> <p>24. PLACE OF EXECUTION</p> <p>The execution of this Agreement shall be</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

| <u>Sr No</u>     | <u>Model form of Agreement clause</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <u>Modifications in the proforma of the Agreement for Sale as proposed by the promoter</u>                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  | <p>The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in ----- after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at -----.</p> | <p>complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in <b>Pune</b> after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at <b>Pune</b>.</p>                                     |
| <b><u>25</u></b> | <p><b>Page no.-----</b><br/> <b>Clause No.29</b><br/> <b>29. Stamp Duty and Registration</b> - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.</p>                                                                                                                                                                                                                                                                                                                        | <p><b>Page no.-----</b><br/> <b>Clause No.28</b><br/> <b>28. Stamp Duty and Registration</b> - The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.<br/> <b>28.1 Any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under the law for the time being in force while making any payment to the Promoter under this Agreement shall be deemed to have been paid by the Allottee/s and received by the Promoter and</b></p> |

| <u>Sr<br/>No</u> | <u>Model form of Agreement<br/>clause</u> | <u>Modifications in the proforma of the Agreement<br/>for Sale as proposed by the promoter</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                  |                                           | <p>acknowledged / credited by the Promoter, only upon purchaser/allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with Income Tax Department site. Such certificate shall be given by the Allottee as per Law. Non-compliance of the terms of this clause shall be treated as non-payment or default on the part of the Allottee and Promoter at its discretion shall be entitled to exercise its rights accordingly including charging of interest as charged by Income Tax Dept., termination, etc. The Promoter, at its discretion and without prejudice to its other rights, shall be entitled to withhold delivery of possession of the Flat/unit until Allottee complies the above. Without prejudice to its other rights and at its discretion / option, before handing over the possession of the unit, if any such certificate is not produced, the allottee shall, on demand made by the Promoter, pay equivalent amount as interest free deposit with the Promoter, which deposit shall refunded by the Promoter on the allottee producing such certificate within 4 months of the possession. Provided further that in case the alloottee/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 Allottee/s.</p> |

| <u>Sr No</u> | <u>Model form of Agreement clause</u>                                                                                                                                                                          | <u>Modifications in the proforma of the Agreement for Sale as proposed by the promoter</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|              |                                                                                                                                                                                                                | <p>28.2 The consideration of the said flat/unit/accommodation as agreed between the Promoter and the Allottee herein is as per the prevailing market rate in the subject locality, which is the true and fair market value of the said flat/unit/accommodation. The stamp duty payable to this agreement is as per the Maharashtra Stamp Act Schedule-1 Article 25 (b). The Allottee/s herein has paid stamp duty of Rs._____ /- (Rupees _____ only) on the carpet area of ----- Sq.mtrs. which is equivalent to carpet x 1.1 = built up area of ----- Sq.mtrs. (as per circular issued by IGR dated 02.01.2018) calculated for the purpose of stamp duty along with appropriate registration fees herewith. The parties hereto shall be entitled to get the aforesaid stamp duty adjusted, leviable on the conveyance, which is to be executed by the Promoter and the Owners/Consenting Party herein in the name of the society in which the Allottee will be the member in respect of the said flat/unit/accommodation. If additional stamp duty is required to be paid at the time of conveyance the same shall be paid by the Allottee</p> |
| <u>26</u>    | <p><u>Page no.---</u><br/> <u>Clause no.31</u><br/> <b>31. GOVERNING LAW</b><br/> That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in</p> | <p><u>Page no.---</u><br/> <u>Clause no.30</u><br/> <b>30. GOVERNING LAW</b><br/> That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the <b>Pune</b> courts will have the jurisdiction for this Agreement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

| <u>Sr<br/>No</u> | <u>Model form of Agreement<br/>clause</u>                                                                                         | <u>Modifications in the proforma of the Agreement<br/>for Sale as proposed by the promoter</u> |
|------------------|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
|                  | accordance with the laws of India for the time being in force and the ----- courts will have the jurisdiction for this Agreement. |                                                                                                |

**PROBHA Buildcon Pvt. Ltd.**  
**Through its Director / Authorised Signatory –**  
**Mr -----**

**Date: -----**  
**Place: Pune**