

DEVIATION REPORT ON AGREEMENT FOR SALE

LOCATION OF THE REDEVELOPMENT PROJECT - SHILPA - II CO-OPERATIVE HOUSING SOCIETY LTD. SITUATED AT CTS NO.43/15, FINAL PLOT NO.65/15, T.P.SCHEME NO.1, ERANDWANA, PUNE 411004.

MODIFIED CLAUSES

Clause No. As per Draft Agreement	Clause as mentioned in draft Agreement	Clause no. As per MahaRERA	Clause as mentioned in Model Draft Agreement
1a(ii)	The Allottee has been given exclusive right to use _____ parking space/Mechanical parking in the parking floor of the building.	1a(ii)	The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/-
1('c)	a. Rs. 10% on or before to the execution of this agreement (the receipt whereof, the Promoter do hereby admit and acknowledge) b. Rs. 10% on completion of plinth c. Rs. 7 % at the time of completion of first slab. d. Rs. 7 % at the time of completion of second slab. e. Rs. 7 % at the time of completion of third slab. f. Rs. 7 % at the time of completion of fourth slab. g. Rs. 7 % at the time of completion of fifth slab. h. Rs. 7 % at the time of completion of Sixth slab. i. Rs. 7 % at the time of completion of Seventh slab. j. Rs. 7 % On completion of Brick work of the Apartment/Unit	1('C)	Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located. iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located. iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment. v. Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment. vi. Amount of Rs...../-(.....) (not



	k. Rs. 7 %On completion of internal and external plaster l. Rs. 7 %On completion of internal Plumbing work, Kitchen platform m. Rs. 5 %On completion of flooring work n. Rs. 5 %On Possession on or after receipt of occupancy certificate or completion certificate. Rs. Total consideration		exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.. vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located. viii. Balance Amount of Rs...../- (.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.
1(c)i	1% of total consideration to be deducted by the Allottee/s and paid to the Government by challan, towards Tax Deductible at sources as per section 194IA of Income Tax Act. Copy of the Challan to be handed over to the Promoter on payment thereof. In the event the Allottee/s delay in making the payment of the said TDS and any penalty and/or interest is charged under the said Act, the Allottee/s shall be liable to pay the same.	1(C')i	<i>There is no Such Clause in MahaRERA Annexure A</i> ADDITIONAL CLAUSE
1(d)	The Total Price above excludes Taxes including GST (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the	1(d)	The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].



	possession of the Apartment.		
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, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of 20% 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 Apartment which may till then have been paid by the Allottee to the Promoter and simultaneously registering the Deed of Cancellation. In the event the Promoter has carried at the request and cost of Allottee any changes/upgradations in the amenities and facilities of the said Apartment then the Promoter shall not be responsible to refund any such amount	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, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. 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 six months of the termination, the instalments of sale price of the Apartment which may till then have been paid by the Allottee to the Promoter but the Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded.



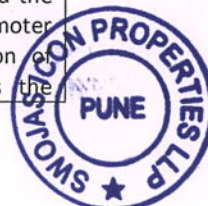
4.3	paid therefor and if not paid then such amount shall be deducted as damages. The Promoter shall not be liable to pay to the Allottee any interest on the amount so refunded. Provided further that, in the event the said Apartment is mortgaged by Allottee to any financial institution, the Promoter shall first refund the installments received from such financial institution alongwith other charges if any to get the said Apartment released and/or on obtaining NO dues certificate and NOC from such Financial institution, shall refund the balance amount if any, to the Allottee, simultaneously at the time of registration of the Deed of Cancellation.		<i>There is no Such Clause in MahaRERA Annexure A</i> <u>ADDITIONAL CLAUSE</u>
7.1	Procedure for taking possession - The Promoter, on 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 Apartment, to the Allottee in terms of this Agreement, to be taken by the Allottee within 15 days from the date of issue of such notice. 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 Society/Association, 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 building.	7.1	Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], 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 [Apartment/Plot] 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.
7.4	If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the	7.4	If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any defect in the Apartment or the building in which the Apartment are situated or the material used therein, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to



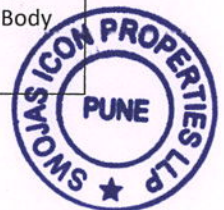
	Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 72 of the Real Estate (Regulation and Development) Act 2016. Provided the defect/s are due to the construction and not due to subsequent alterations and renovations made by the Allottee/Purchaser.		rectify such defects, then the Allottee shall be entitled to receive from the Allottee(s) compensation for such defect or change. If there is a dispute regarding any defect in the building or material used the matter shall, within a period of five years from the date of handing over possession, on payment of such fee as may be determined by the Regulatory Authority, be referred for decision to Adjudicating Officer appointed under section 72 of the Real Estate (Regulation and Development) Act 2016. ADDITIONAL CLAUSE
9	The Allottee shall be admitted as member of the Shilpa II Co-operative Housing Society Ltd, a Society registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 and agrees sign the necessary papers and documents for becoming a member, including the byelaws of the said Society, if required. The Owners shall admit the Allottee as member and issue share certificate.	9	The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.



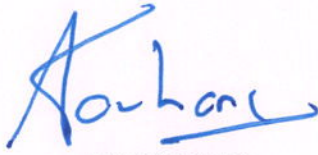
9.1	This being a redevelopment project the Shilpa II Co-operative Housing Society Ltd., land is already owned by the Society and hence no conveyance is necessary.	9.1	The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.
9.2	The Promoter and Owner Shilpa II Society shall, execute and register necessary Deed of Transfer if necessary, in favour of the existing flat owners as well as new flat purchasers thereby transferring the respective apartments in their favour.	9.2	The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.
9.3	Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the building and maintenance is transferred to Shilpa II 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. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest	9.3	Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the



	and remain with the Promoter until the maintenance is handed over to Shilpa II Society and the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Shilpa II Society.		outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.
12	At the time of registration of agreement or Deed of Transfer or any other document, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, on such Deeds or any document or instrument of transfer in respect of the said Flat/ structure of the said Building.	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 payable, by the said Society 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.






PROMOTERS