



DEVIATION REPORT WITH RESPECT TO MODEL COPY OF AGREEMENT

To,

Date - 21-12-2024

Hon'ble Maharera Authority

At: 6th & 7th Floor, Housefin Bhavan
Plot No. C-21, E Block, Bandra Kurla Complex,
Bandra (E), Mumbai 40051

Subject: Deviation Report with respect to draft Agreement to Sale Uploaded by M/S. SANKALP PROPERTIES, having office at: Shop No. 4, Sankalp Vastu, S. No. 5/2 Near Charholi Phata, Chovisawadi, Pune 412105 for the project named SANKALP SIERRA at land at Survey No. 143/1 & 144/4/1, village Wadmukhwadi, Taluka Haveli, District Pune.

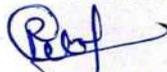
Dear Sir / Madam,

The draft of Agreement to Sale and clauses therein uploaded by the Promoter in respect of above project i.e. SANKALP SIERRA is exactly similar & identical with the Model Format of Agreement to sale except for the points and para as provided hereinbelow.

1. The following points are edited by the Promoter in comparison to Model draft of Agreement to Sale and same are shown in RED Colour for your ready reference.

Sr. No.	Clause No. as per Model Draft of RERA	Re-numbered in the Uploaded draft	Page Number	Changed Points (Marked in RED)
1	1a	2	6 & 7	The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No. ____ admeasuring ____ Square Meters of carpet area + enclosed Balcony area admeasuring ____ Square Meters. , and with exclusive right to use and occupy the adjoining same level terrace having area about ____ Square Meters located on the ____th Floor , in the Wing/Unit No. __ of the project called " SANKALP SIERRA " as shown in the Floor plan thereof hereto for the consideration of Rs.____/- (Rupees _____ Only) , which the price is a lump sum deal and which the price is exclusive of stamp duty, LBT, registration fee, service tax, VAT, GST, any other taxes levied by the Government. The sale of the said Apartment is on the basis of carpet area only. The Allottee is aware that due to the skirting and variation in plaster, the carpet area varies. The variation may be approximately three percent. The Allottee consents for the same and is aware that the consideration being lump sum will

For SANKALP PROPERTIES


PARTNER

				not change.
2	1(a) ii 1(a) iii 1(b) 1(c)	2 i 2 ii 2 (a) 2(b)	7	Except change in numbering of Clause Numbers, there is no change in any content.
3	1d	3a	8	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]. The Allottee shall pay amount of said taxes to the Promoter as and when demanded by the Promoter.
4	8	12	13	Deleted content as same is not applicable to the present project and same is as follows: /office/show-room/shop/godown for carrying on any industry or business.(*strike of which is not applicable)
5	9	13	13	The Promoter shall submit an application to Registrar for Co-operative Housing Society under Maharashtra Co-operative Societies Act within three months from the date of which fifty one percent of total number of allottees have booked their apartment.
6	13	-		Deleted
7	14 iv	19 iv	17	Not to demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment and shall not make any work of replacement of tiles / bathroom fittings / sanitary fittings and/or installation of any fittings/fixtures to the walls/slabs/beams of the said apartment without the prior written consent/permission of the Promoter and/or the Society or the Limited Company. Notwithstanding anything contained in the present indenture; any such work carried out by the Allottee without the written consent/permission of the Promoter shall be deemed as cancellation of construction warranty.
8	19	25	22 & 23	This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes/annuls any and all understandings,

				any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.
9	26	56	30	The Allottee and/or Promoter shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter or his attorney will attend such office and admit execution thereof.
10	29	59 & 60	30 & 31	<p>58 - The charges towards stamp duty and registration of this agreement shall be borne by the Allottee. The stamp duty for this transaction is payable as per Maharashtra Stamp Act 1958 [as amended by Mah. Act No. XXI of 2019] Schedule-1, Article 25 (d). The Allottee herein has paid stamp duty as per the said provision and shall pay appropriate registration fees and other expenses. The parties hereto shall be entitled to get the aforesaid stamp duty, adjusted on the conveyance, which is to be executed by the Promoter/Owners herein in favor of the Allottee/s herein. If any additional stamp duty or other charges are required to be paid at the time of conveyance the same shall be paid by the Allottee alone. Hereinafter in future, if any requirement to pay any additional stamp duty either at the time of registration of these presents or at the time of execution and registration of Deed of Conveyance in favour of Apartment Condominium / Society or at any other time, the same shall be borne by the Allottee herein. In case the Allottee failed to pay the same, the Promoter and the third party shall be under no liability to execute the Deed of Apartment/conveyance and the Promoter/Third Party shall be absolved of all the liability as cast upon them under Maharashtra Ownership of Flats Act and Maharashtra Real Estate Regulation Act 2016. It is also agreed that in case there is any increase in the registration charges the same shall be borne by the Allottee herein.</p> <p>The allottee herein has agreed to purchase the said Apartment as on investor as laid down in Article 5(2)(g-a)(ii) of the Maharashtra Stamp Act 1958 [as amended by Mah. Act No. XXI of 2019] & hence they are entitled to adjust the stamp duty to the agreement against the duty payable to the agreement by the Allottee herein to</p>

				the subsequent Allottee as per provision of the said provision and as per any other subsequent provisions and amendments in the same.
--	--	--	--	---

Newly added clauses

Sr. no.	Clause No.	Page No.	Description of Clause in full										
1	3e to 3g	9 & 10	<p>(e) It is made clear and agreed by and between the parties hereto that the promoter shall not be bound to follow, chronological order of any of the stages of the above said construction stages/instalments and that the Promoter shall be at complete liberty to choose the chronology of the respective stages of the construction. The Allottee agrees that the Promoter may merge or consolidate two or more instalments in their discretion by simultaneously executing the contemplated work in the said instalment. The consideration of the said Apartment is also arrived on the assurance of the Allottee to abide by the above payment schedule only and it will not be altered by the Allottee under any circumstances. The Allottee shall make all the payments to the Promoter by Demand Draft / Pay orders / Local Cheques payable at Pune only. If the Allottee makes the payment by outstation cheques then the date of payment shall be treated as and when the same is credited to the account of the Promoter and to the extent the said amount is credited by deducting the commission of the Bank/out station clearing charges. Payment of any instalments if made in advance shall be adjusted to the instalments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Allottee or Housing Finance Companies/Banks, etc.</p> <p>(f) The Allottee and his/her/their banker shall make payment of consideration amount only through Cheque / bankers cheque / demand draft or online transfer viz. RTGS / NEFT in the following account of the Promoter.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Account No.</td> <td></td> </tr> <tr> <td>Account Name</td> <td></td> </tr> <tr> <td>Bank</td> <td></td> </tr> <tr> <td>Branch</td> <td></td> </tr> <tr> <td>IFSC</td> <td></td> </tr> </table> <p>(g) It is hereby declared by the Promoter and agreed by</p>	Account No.		Account Name		Bank		Branch		IFSC	
Account No.													
Account Name													
Bank													
Branch													
IFSC													

			<p>the Allottee that; if Allottee make any payment out of consideration amount in any other account other than the above stated account, then same shall not be construed as payment of consideration to the present Promoter and the Promoter shall not be liable & responsible for such payment. Moreover; for the payment of stamp duty, registration fee, DHC, GST, maintenance charges & all other charges shall be paid by the Allottee separately to the Promoter and the Promoter shall provide details for such accounts to the Allottee.</p>
2	13.1 & 13.2	13	<p>At the time of registration of conveyance of the structure of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said BODY on such conveyance or any document or instrument of transfer in respect of the structure of the said Building. At the time of registration of conveyance 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.</p> <p>It is hereby declared that; due to various rules, regulations and laws of sanctioning authority and also of MSEDCL & other government bodies / authorities, it becomes mandatory on the promoter to handover part of the project land to such authorities for various work, viz. road, MSEDCL Transformer etc. The Promoter is entitled to handover and also to execute various deeds/documents for such land in favor of such authorities and in such case the promoter is liable to make Conveyance of the remaining land out of the Said Land in favour of the proposed apartment/society/body of the apartment holders. The Allottee is hereby giving his/her/their free and irrevocable consent for the same.</p>
3	19 xiii to xxiii	19 to 21	<p>Not to make any changes, in the elevation such as, enclosures and terraces, dry balconies, additions of grills, etc., except or without the prior permission of the project architect.</p> <p>The Allottee is hereby prohibited from altering, obstructing the external and internal structure of the building constructed as per the sanctioned plan.</p> <p>It is specifically understood that the matters related to service providers such as security services, managerial</p>

		<p>services & other service appointed by the Promoter for the Association of Owners is entirely the responsibility & liability of the Association. The Apartment Association has to handle all the financial and other matters with such service providers and the Promoter shall not be financially liable towards the Association and/ or the service providers.</p> <p>As the Promoter will be applying to the concerned authorities for giving separate water connections for buildings and electricity meters and connections for the said Apartment of the Allottee, if there is delay in obtaining the water and electricity connections from the concerned department then in that case the Promoter may provide electrical connections / water supply / power supply/ generator supply through any other temporary arrangements because of which if there is any improper / insufficient/ irregular supply of water / electricity the Promoter shall not be held responsible for the same and the Allottee hereby consents 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 and service tax /GST (as applicable) thereon. Until receipt of this amount from the Allottee, the Promoter shall be entitled to temporarily deduct any dues of such proportion or entire charges payable by the Allottee for the above from the outgoings/maintenance charges for which the Allottee hereby gives his consent. The Promoter is entitled to demand charges for such temporary arrangement in advance, for 12 months, before giving possession of the said Apartment.</p> <p>The Promoter further specifically discloses that, in case of delay or rejection for new separate water connection or improper/insufficient water supply, the Promoter shall organize a survey at the said land from an expert organization and shall construct bore wells, if possible, and install pumps and lay down a water pipeline up to the storage tanks provided and further from such storage tanks to each apartment/flat in the various buildings.</p> <p>The Promoter has specifically disclosed that despite the aforesaid efforts on the part of the Promoter, if the water supply at the said project found insufficient by</p>
--	--	---

		<p>the Allottee then additional water required by the Allottee shall be procured by the occupants/Purchaser/Allottee/s at their own cost or collectively through the Association/Society/Body of Apartment Owners or the Apex Body as the case may be & they shall not take any objection regarding this matter and shall keep Local Authority / Sanctioning Authority / Promoter indemnified at all times. The Allottee/s further agrees to bear the costs so incurred proportionate to the water consumed by them or as may be decided by the Association / Society / Body of Apartment Owners or Apex Body from time to time. The Promoter further discloses that, the Promoter will only create suitable infrastructure or suitable arrangement for procuring additional water at the cost of Apartment Allottee. The Promoter has specifically disclosed and declared that; the Promoter is under statutory duty of providing adequate water connection/s to the Said Project from the Local Civic Body and duty of providing an adequate water through such connection/s is always on the Local Civic Body and therefore the Allottee shall neither in individual capacity nor on behalf of Association/Society/Body of Apartment Owners make any claim against the Promoter on the pretext of unavailability of adequate water. The Allottee hereby undertake and declares that; the Allottee shall not make any objection / claim / petition / suit / complaint on the basis of any undertaking / writing given by the Promoter and/or Land Owner Promoter to any sanctioning authority / PCMC / civic authority in respect of the supply of water. This term/condition also is of utmost importance and after agreeing and understanding the content and consequences of the present term, the Allottee agreed to purchase the said apartment and therefore they shall abide the same.</p> <p>Till separate electric meter or a water meter is installed/allotted by the MSECDL and any other 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 Apartment.</p> <p>It is hereby declared by the Allottee that; MSECDL</p>
--	--	--

			<p>charges along-with Electricity Bills, fixed charges of MSEDCL and all other charges in respect of electricity meter installed in respect of the Said Apartment shall be borne and paid by the Allottee only. It is further declared by the Allottee that; the Promoter is not under any obligation to pay any amount and/or reimburse any amount to the Allottee in respect of any charges/bills etc. of the electricity connection/electricity meter installed for the said apartment.</p> <p>It is hereby declared that; all the charges of assessment of property tax and all the charges/bills of property tax payable to Pimpri Chinchwad Municipal Corporation in respect of the Said Apartment shall be borne & paid by the Allottee only. It is further declared by the Allottee that; the Promoter is not under any obligation to pay any amount and/or reimburse any amount to the Allottee in respect of any charges/bills of property tax of the Said Apartment.</p> <p>It is hereby declared that; after the property tax assessment by the Pimpri Chinchwad Municipal Corporation in respect of the Said Apartment, if there is any change in the area mentioned in the 'Property Tax Bill' of Said Apartment which is not aligned with the area mentioned in this Agreement to Sale then, the Allottee shall not raise any dispute/claim/demand against the Promoter/Developer. It is hereby expressly agreed by the Allottee that; any measurement and/or area considered by Civic Body while doing Property Tax Assessment is beyond control of the present Promoter/Developer and therefore for any area considered by Civic Body other than area mentioned in the present agreement, then the Promoter/Developer is not liable and/or answerable for the same.</p> <p>It is hereby declared that; at the time of valuation of the present agreement, if any loading is considered by the Sub-registrar Office (Collectorate of Stamp - Pune) and/or if any standard area is considered and if same is mentioned in the 'Valuation Page' then such area is not binding on the present Promoter/Developer. It is agreed and declared by the Allottee hereto that; the promoter/Developer is only liable and responsible for area of Apartment and Parking Area (if any) mentioned in the present agreement.</p>
4	31 to 54	23 to 29	<p>30. FULL AND TRUE DISCLOSURE</p> <p>The Promoter has made full and true disclosure about the title, proposed plans concerning the said land and the said project to the Allottee. The Allottee having acquainted and satisfied himself/herself/themselves</p>

with all the facts and nature of rights of the Promoter has/have entered into this Agreement.

31. NAME OF THE PROJECT

The name of the Project shall be "SANKALP SIERRA". The said name shall not be changed for any reason whatsoever without prior written consent of the promoter herein

32. DISCLOSURE REGARDING MANUFACTURER'S WARRANTY

The Promoter specifically discloses that, the manufacturers of certain appliances, equipment's, standard fittings, machineries including generator set for backup, STP (if any), electric pumps, waste management plants (if any), lifts, Gas line if any, security equipment's if any, electronic equipment's if any, Solar System if any, Gym equipments if any, Garbage Chute, etc. will be as per the warranty provided by the respective manufacturer / Supplier. The only warranty on those items is of the manufacturer's warranty and the Promoter is in no way responsible for their performance or for any condition beyond the manufacturer's warranty.

33. FIXTURES AND FITTINGS

The fixtures and fittings with regard to the flooring and sanitary fittings and amenities with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building and the Apartment as are set out in **Annexure 'E'**, annexed hereto.

34. TIME IS AN ESSENCE

The Allottee shall make timely payments of all the instalments and other dues payable by him/her and as per the Payment Plan agreed hereinabove. It is hereby agreed by the Allottee that; the payment of consideration amount as per the time schedule written and agreed under Payment Plan is an essence of the present indenture.

35. TAXES AND ITS PAYMENT

The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of stamp duty, LBT, registration fee, GST, 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. It is agreed between the Promoter and the Allottee that all such taxes/duties/registration fees shall be paid by the Allottee separately as and when

		<p>demanded by the Promoter within 07 days of such demand being made in writing.</p> <p>36. It is agreed by and between the Promoter and the Allottee that, in case of failure of the Allottee to pay the Government dues as mentioned hereinabove, if the Promoter is subjected to any penal interest by the concerned government authorities then the Allottee shall be duty bound to reimburse the same to the Promoter. Further, the Allottee agrees to pay to the Promoter, interest as specified in the Rule, on the taxes and penalty, which become payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is paid by the Promoter to the concern government authorities. It is agreed that, the Promoter shall have the right to claim such amount along with other claims of compensation/losses/burden undergone/undertaken by the Promoter. It is further agreed that there shall always be a charge / lien on the said apartment in favour of the Promoter against the amount payable by the Allottee to the Promoter towards the GST /Service Tax / VAT and / or any other tax, duty, charge, premium, levies, cess, surcharge, penalties etc. relating to this transaction.</p> <p>37. If at any time, after execution of this agreement the Central Government/ State Government / Local authority / Revenue Authority / any other authority / any court / Judicial authority / <i>quasi-judicial</i> authority by way of any Statute / rule / regulation / notification / order / judgment /executive power etc. levies any tax /duty / charges / premium / levies / cess / surcharge / demands / welfare fund or any fund /betterment tax/ sales tax / transfer tax / turnover tax / works contract tax / service tax, VAT, penalties etc. and put in force or shall be in force prospectively or retrospectively, in respect of the said apartment or the construction for execution of the said agreement or other document registered or the transaction herein, shall exclusively be borne and paid (and if the same is paid by the Promoter then reimbursed) by the Allottee. The Allottee hereby indemnifies the Promoter from all such levies, cost and consequences</p> <p><u>38. FINAL CONSIDERATION AND ITS CALCULATION</u> The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by</p>
--	--	---

		<p>furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 2 to 3 percent. No party is liable to demand any amount and or raise any claim against each other if variation in area of the apartment is within the defined limit of 2 to 3 percent. However; if there is any reduction in the carpet area above the defined limit, then Promoter shall refund the excess money paid by Allottee at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Purchaser shall pay amount for such additional area as per same rate to the Promoter. All these monetary adjustments shall be made at the same rate per square meter. Moreover; no party shall initiate any criminal proceeding against each other on the basis of variation in carpet area or on the basis of any other area measurement. Monetary reimbursement shall be deemed as appropriate remedy for such excess of reduced area.</p> <p>39. It is hereby agreed that subject to the terms of this agreement, the Allottee shall observe and perform and comply with all terms and conditions, stipulations, restrictions, if any, which have been or which may be imposed by the local authority, State and/or Central government including Environment Department etc. at the time of sanctioning/revision of the plans or at the time of granting completion certificate. The Allottee shall not be entitled to claim possession of the said Apartment until the completion certificate in respect of the said apartment is received from the Pimpri Chinchwad Municipal Corporation and the Allottee pays all dues, advances, deposits, etc. payable under this agreement in respect of the said Apartment to the Promoter and has signed the possession documents, bonds, receipts, etc. After receipt of the completion certificate from Pimpri Chinchwad Municipal Corporation the Promoter shall be absolved from or any liability in case any addition and/or alteration to the Apartment/building by the Allottee, any damage to the building by accident, any tampering with the geometrical sections of the building, lack of maintenance by the Allottee/association, any event of force majeure and any act of God.</p> <p>40. It is agreed between the parties that upon termination of this Agreement, the Promoter shall deduct Rs. 50,000/- (Rupees Fifty Thousand only), towards administration charges out of the instalments</p>
--	--	--

		<p>of the consideration which the Allottee might have till then paid to the Promoter and refund the balance amount (if any), without any interest. It is further agreed that the balance amount, if any, shall be paid by the promoter to the allottee after resale of the said Apartment in the manner of receipt of consideration from new allottee. The Allottee shall have no claim except for repayment of the amount payable as mentioned above. The information letter sent by the promoter calling upon the allottee to collect the Balance amount will in itself be considered as the cancellation of this agreement in toto. The Allottee hereby agrees that, receipt of information letter sent by Promoter calling upon the allottee to collect the Balance amount shall be deemed as termination of the agreement and in that event all the rights of the Allottee in the said Apartment shall stand extinguished and no separate cancellation deed, its execution and registration will be required. The promoter shall be entitled to resale the said Apartment and/or dispose of or otherwise alienate the same in any other manner as the Promoter in its sole discretion thinks fit. The allottee agrees to the same. The Promoter shall not be responsible to refund any kind of tax like Vat/service tax / GST / stamp duty / registration fees, DHC, advocates fee etc. collected from the allottee at any given point of time.</p> <p>41. The Allottee is also made aware that depending upon various promises and assurances given by the allottee, the promoter has incurred and shall incur the expenditure and will make commitments to the third parties. In event of cancellation of the agreements by the allottee for any reason whatsoever, the promoter in addition and without prejudice to other remedies and rights and towards reimbursements and damages, shall suffer great loss and hardship and work may be affected. Therefore in the event of this agreement being cancelled by the allottee for any reason whatsoever, the promoter shall be entitled to retain, withhold and forfeit Rs. 50,000/- along-with amount of taxes/charges viz. Vat/service tax / GST / stamp duty / registration fees, DHC, advocates fee etc. from and out of the amount until then paid by the allottee to the promoter and then 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 Apartment. In this case reduction in price of the</p>
--	--	--

		<p>Apartment will be considered as damages/loss of the promoter in addition to the loss and expenses.</p> <p>42. That, money received by Promoter under maintenance may conclude prior to period of 12 months as same is calculated on basis of current market rates of services under maintenance & goods involved in it and therefore same shall not form any contractual liability on the Promoter to carry maintenance for fixed period of 12 months and therefore while doing maintenance by the Promoter for the Allottees if in case funds under the maintenance concluded prior to period of 12 months; the apartment Allottee herein shall pay to the Promoter or to such person as may be nominated by the Promoter provisional monthly contribution as decided by the promoter until the Association/society/body of Apartment Owners is formed and registered.</p> <p>43. The proposed development by Promoter may be in Phase wise manner which is part of single project named 'SANKALP SIERRA' and therefore the amenities proposed by the Promoter shall be developed after construction of all the wings/buildings/units of the said project and/or as per the convenience of the developer. Moreover the said amenities shall be common amenities for all the apartment/unit holders of the Said Project and therefore the Allottee shall not raise any objection in respect of the same and for any reason whatsoever and shall pay the maintenance amount for the maintenance of entire project on pro-rata basis as conveyed by the Promoter or its authorised person/agency or by the proposed association of apartment/body/society.</p> <p>44. 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 for months or years with a view to ensure cleanliness thereof. Even after formation of Society/ Body/ Association the Allottee and the Society/ Body/ Association shall be bound by the said contract.</p> <p>45. The Allottee shall have no exclusive claim whatsoever in the common areas including all lobbies, staircases, lifts, which will always remain the property of the association/Society/Body of Apartment Owners and the same shall be for the common use for of all the Apartment allottees.</p>
--	--	---

		<p>46. It is hereby agreed that the Promoter has the exclusive right of allotment of the different parking spaces or garages to one or more person/s of his choice and such person/s may not be the Apartment holders and realize sale and other proceeds there from to its benefits. Covered Car parks are not the common areas and each car park will be allotted to specific Allottee/s by the Promoter as per his choice and discretion.</p> <p>47. The Allottee/s agrees that if for any reason it be held that allotment of any car parking space to the Allottee/s gets cancelled then the Allottee/s shall not be entitled to ask for refund of any amount or compensation as price herein agreed is only for the Apartment and the allotment of such space, if any herein made is <i>ex-gratia</i> and only for beneficial enjoyment of the same by the Allottee. The Allottee/s further agrees that he/she/they shall not challenge any allotment of any parking space made by the Promoter to any other Allottee/s. It is further agreed and declared by the Allottee that; if Promoter allowed / permitted any other Allottee to use any part of the open space for use of his/her/their car parking or any other purpose, in such case the present Allottee shall not raise any objection / claim either against such Allottee or against the Promoter for use of such space out of an open area by such other Allottee.</p> <p>48. The Allottee is made aware of by the Promoter and the Allottee undertakes to maintain and run Sewage Treatment Plant (STP) / Waste Water Recycling Plant / Rain Water Harvesting / Solar Water Heating System / Water Pumps / Fire Fighting System / any other system, if provided, water recycling units located/or to be located in the present scheme from the date of handover of management of the Apartment Condominium to the Managing committee thereof in conformity with the rules and regulation governing the operation of such plant. The Allottee together with the Apartment Condominium thus formed shall keep the Promoter/PCMC indemnified from any liability arising out of non-functioning or violation of law pertaining to the Sewage Treatment Plant/Waste Water Recycling Plant/Rain Water Harvesting located at the present scheme.</p> <p>49. The Promoter shall have a first charge and/lien on the said apartment in respect of any amount payable by the Allottee/s under the terms and conditions of</p>
--	--	---

		<p>this Agreement.</p> <p>50. It is hereby made clear that the furniture layout, colour scheme, specifications, amenities and facilities, elevation treatment, trees, garden, lawns, etc. shown in the pamphlets, brochures, literature, films, hoardings, websites, and other promotional media are shown only for the sake of advertisement and the same are not binding on the Promoter to provide unless specifically mentioned and agreed in this agreement and subject to his right/s and discretion to make changes in the same. The balconies as shown in the sanctioned plan may be enclosed at the Promoter's discretion.</p> <p>51. It is specifically agreed between the Promoter & Allottee/s that the Allottee/s has absolute right on the said apartment. The Allottee/s has limited/common rights on the amenities which are mentioned in the Second Schedule of the said agreement. The Purchaser/s can be granted limited/ common rights (if any) other than that as mentioned in Second Schedule as and when decided by the Promoter from time to time.</p> <p>52. It is hereby expressly agreed between the parties hereto that the Promoter shall be entitled to borrow construction loan, at its own cost and risk, from any person or party including any banking/financial institutions and for that purpose to mortgage the said land/building/s and /or the entire construction work put up or to be put up (excluding the apartment under sale by these presents) thereon or any part thereof and such charge shall be cleared by the Promoter before conveyance to the allottee. However; it is clarified that after the Promoter executes this Agreement he/she/they/it shall not mortgage or create a charge on the Apartment 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 Apartment.</p> <p>53. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder</p>
--	--	---

			or pursuant to any such transaction.
5	63 to 65	31 & 32	<p>62. WAIVER 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 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, by the Allottee nor shall the same in any manner prejudice the rights of the Promoter.</p> <p>63. DECLARATION BY ALLOTTEE The Allottee/s declares hereby that he/ she/ they has/ have read and fully understood and agreed to the contents of this agreement and thereafter the same has been executed by the Allottee/s.</p> <p>64. INTERPRETATION: The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.</p>

2. Above points are newly added by the Promoter in comparison to the Model Format of Agreement to sale and newly added part is highlighted in red color for your ready reference

Place: Pune

Date: 21-12-2024

For,

SANKALP PROPERTIES

For SANKALP PROPERTIES



PARTNER

Partner / Authorised Signatory