

Date: 18.11.2025

Deviation Report with respect to model copy of Agreement

Project Name: Pratik Nagar Palladio Kothrud Central

We hereby declare that the following are deviations/modifications in the Agreement for Sale to be executed by the Developer with the Purchasers vis a vis Model Form of Agreement for Sale as per Rule 10 (1) in respect of proposed Project "Pratik Nagar Palladio Kothrud Central" located on project land 10,200 square meters out of land admeasuring 14,467 square meters bearing C.T.S. No.749 (P), (Old Survey No.137/1), Village: Kothrud, Taluka: Haveli, District: Pune and within the limits of Pune Municipal Corporation.

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	<p>_____ a company ----- ... PARTY OF THE FIRST PART.</p> <p>AND Mr.</p> <p>.... PARTY OF THE OTHER PART.</p>	No Deviation
	<p>WHEREAS, by an Agreement/ Conveyance dated _____ day of _____ 20____ and executed between _____ of the One Part (hereinafter referred to as "the Vendor") and the Promoter of the Other Part, the Vendor agreed with the Promoter for the absolute sale to the Promoter/sold absolutely to the Promoter an immovable property being piece or parcel of freehold land bearing Survey No. _____ lying and being Survey No. _____ at _____ in the Registration _____ Sub-District _____ of _____ admeasuring _____ sq.mtrs. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land").</p>	<p>The Party of the Third Part viz., the Owner Entities named hereinabove collectively owned and held possession of all that pieces and parcels of land admeasuring 14,467.00 Square Meters bearing C.T.S. No.749 (P), (Old Survey No.137/1), Village: Kothrud, Taluka: Haveli, District: Pune and within the limits of Pune Municipal Corporation, hereinafter referred to as the "Entire Project Land" more particularly described in First Schedule- (A-I), along with the 12 (Twelve) buildings constructed and standing thereon, hereinafter, referred to as the "said Existing Buildings", and each existing building of respective Owner Entity is individually referred to and called as "Existing Building No. 1", "Existing Building No. 2", "Existing Building No. 3", "Existing Building No. 4", "Existing Building No. 5", "Existing Building No. 6", "Existing Building No. 7", "Existing Building No. 8", "Existing Building No. 9", "Existing Building No. A1", "Existing Building No. A2", "Existing Building of Owner Entity No.12" more particularly described in First Schedule- (A- II), hereinafter, the said Entire Land and the said Existing Buildings are collectively referred to as the "said Property" hereunder written by virtue of:</p> <p>i) various deeds and documents executed by the _____ and while owners of the said Entire Land in favour of _____</p>

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		<p>purchasers of parts of the Entire Land and/or in favour of M/s. Rahul Construction Company and/or other entities; and</p> <p>ii) various sanctions, permissions, orders, and directions of the competent authorities, including but not limited to the Pune Urban Agglomeration under the Urban Land (Ceiling and Regulation) Act, 1976; and</p> <p>iii) various deed(s) of Conveyance and/or deed(s) of Declaration / Apartment executed and registered by the erstwhile owners of the Entire Land and/or part(s) thereof and the erstwhile developer of the said Existing Buildings viz., M/s. Rahul Construction Company and/or M/s. A. V. Mulay Construction Company.</p> <p>The Existing Building Nos.1 to 9 and Existing Building Nos.A1 and A2 comprise of total 250 Units (219 residential units, 30 commercial units/shops, and 1basement unit) and the Existing Building No.12 comprises of 24 Units (15 residential units, 8 commercial units and 1 garage), hereinafter, referred to as "Old Units". The Existing Units in the said Existing Buildings were owned and possessed by independent Unit owners who are members of respective Owner Entities viz. Co-operative Housing Society or Apartment Condominium, hereinafter referred to as "Members of Owner Entities", which includes the Unit Holders named hereinabove as owners of their respective Old Units and incidental rights thereto.</p> <p>The Owner Entities were desirous of undertaking redevelopment of the said Property, for the following reasons:</p> <p>i) The said Existing Buildings were more than 30 years old, with no elevator facilities, making it difficult for elderly or ill residents.</p> <p>ii) Frequent maintenance issues, such as water seepage, clogged drains, insufficient space due to growing family sizes, leading to members moving to larger homes elsewhere.</p> <p>iii) Redevelopment would provide modern amenities like elevators, parking, solar heaters, a clubhouse, a swimming pool, and a fire-fighting system.</p>

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		<p>By passing relevant resolutions and obtaining necessary permissions of competent authorities and by following due process of law as required, the Owner Entities along with the Occupant have executed the Redevelopment Agreement dated 25/07/2025, hereinafter, referred to as the "said Redevelopment Agreement" and the Deed of Power of Attorney dated 25/07/2025, hereinafter referred to as the "said Power of Attorney" in favour of the Promoter i.e. Vilas Javdekar Infinitree Developers Private Limited, which are registered in office of Sub-Registrar of Assurances, Haveli No.16, Pune, at Sr. No.18176/2025 and at Sr. No.18177/2025 respectively. By virtue of the said Redevelopment Agreement and the said Power of Attorney, the Owner Entities as a representative body and for and on behalf of the Members of Owner Entities, have granted, assigned, and transferred the development/redevelopment rights with respect to the said Property in favour of Promoter on the terms and conditions contained therein.</p> <p>The Promoter is now entitled to develop/redevelop/construct new building(s), hereinafter referred to as the "Proposed New Building(s)" on the said Entire Land, and provide such common areas, amenities, facilities, specifications etc. in the Proposed New Building(s) and/or on the said Entire Land, hereinafter, Proposed New Building and new common areas/amenities/facilities shall be collectively referred to as the "Proposed Redevelopment Project".</p> <p>All that piece and parcel of land admeasuring 10,200 square meters out of the said Entire Land, hereinafter referred to as the "said Project Land" which is more particularly described in First Schedule- (B) hereunder written.</p>
	<p>AND</p> <p>(Also specify</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>No Deviation</p>



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	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. vi) Details of mortgage or lien or charge on the said property.) annexed hereto and marked as Annexure 'A'	
	AND WHEREAS, the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;	No Deviation
	The Promoter is in possession of the said Entire Land;	No Deviation
	The Promoter has proposed to construct.....	The Promoter has proposed to construct building on the said entire land based on the Commencement Certificate bearing No. CC/3201/25 dated 19/11/2025, sanctioned layout and building plans. The following buildings are currently sanctioned on the said entire land: Building A: B3+B2+B1+Gr.+28 floors Building B1-B2: B3+B2+B1+Gr.+28 floors Building C: B3+B2+B1+Gr.+28 floors
	The Allottee has offered	No Deviation
	The Promoter has entered into a standard Agreement with an Architect	The Promoter has entered into a standard Agreement with an Architect Sameer Valimbe of M/s. Voussoirs, having its office at: 10, Janhavi, 40/22, Bhonde Colony, Erandwane, Pune- 411004 as Architect of the Project who is duly registered with the Council of Architects at: CA/92/14618. The Promoter herein has reserved right to change aforesaid Architect before the completion of the Building/s and such agreement is as per the agreement prescribed by the Council of Architects.
	The Promoter has appointed a structural engineer.....	No Deviation
	The Promoter has registered the said Project under the provisions of the Act	No Deviation
	By virtue of the Development Agreement/Power of Attorney	No Deviation



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	On demand from the Allottee/s.....	<p>On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the project land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder <u>including but not limited to the following documents:</u></p> <ol style="list-style-type: none"> 1. Title Search Report 2. Commencement Certificate 3. Sanctioned Layout Plan & Building/s plans 4. N. A. Order 5. Environmental Clearance 6. RERA Certificate & Application 7. Draft of Agreement for Sale 8. All Litigations related Documents, if any 9. All NOC's from concerned Govt. Authorities 1-10. All Other documents as specified under the Real Estate (Regulation & Development) Act and Rules & Regulations made thereunder.
	The authenticated copies of Certificate of Title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII.....	No Deviation
	The authenticated copies of the plans of the Layout as approved.....	No Deviation
	The authenticated copies of the plans of the Layout as proposed.....	No Deviation
	The authenticated copy of floor plan of the Unit agreed to be purchased by the Allottee.....	No Deviation
12	The Promoter has got some of the approvals from the concerned local authority(s) to the plans.....	No Deviation
	The Allottee has applied to Promoter for allotment of Unit.....	No Deviation
	Additional Clause	The Promoter hereby assures to provide Common areas, services and facilities of the said Project and its nature, extent and description is more particularly described in Second Schedule written hereunder. All other Amenities/Utilities/Services to be constructed in said larger Project are common to be used for all the

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		Allottee/s of all the residential buildings of said Larger Project/Larger Layout.
	The carpet area of the said Unit.....	No Deviation
	The Parties relying on the confirmations.....	No Deviation
	Prior to the execution of these presents.....	No Deviation
	The Promoter has registered.....	No Deviation
	AND WHEREAS under section 13 of the said Act In accordance with the terms and conditions	No Deviation
		NOW THEREFORE, THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS
1	The Promoter shall construct-----	No Deviation
1a)	<p>(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee an Apartment No. _____ on _____ floor in the building _____/wing of the Project and carpet area of the Apartment more particularly described in Schedule -II hereunder (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures 'D' for the consideration of Rs. _____/- 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 Schedule-II hereunder.</p> <p>ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos. _____ admeasuring _____ sq. ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance and situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. _____/-.</p> <p>iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos admeasuring _____ sq. ft. having _____ ft. length x _____ ft.</p>	<p>i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee an Apartment/Unit No. _____ on _____ floor in Wing/Building/Tower No. _____ in the project to be known as "Pratik Nagar Palladio Kothrud Central" and carpet area of the Apartment/Unit more particularly described in Third Schedule hereunder (hereinafter referred to as "the Apartment/Unit") as shown in the Floor plan thereof hereto annexed and marked Annexure 'D' for the consideration of Rs. _____/- (Rupees _____ 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 hereunder.</p> <p>ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell/allot to the Allottee covered parking space/s, (if applicable) at _____ Basement/Stilt/Podium/Wing/Building bearing No. _____ admeasuring minimum 9.29 sq. mtrs. having _____ meters length x _____ meters breadth x _____ meters vertical clearance being constructed in the project. The Allottee/s hereby confirm and agrees that there may be deviation up to 20 CM from all dimensions of the parking based on the inputs/changes suggested by the structural engineer/ architect.</p> <p>It is clarified that the parking space areas may contains/includes plumbing, electrical wires, chambers, cutouts etc. and the Allottee/s shall have no objections for the same.</p>



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	breath x _____ ft. vertical clearance and situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. /-.	
1b)	The total aggregate consideration -----	No Deviation
1c)	<p>The Allottee has paid on or before execution of this agreement a sum of Rs (Rupees only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs(Rupees) and shall be deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.</p> <p>Allottee hereby agrees to pay to that Promoter the said balance amount in following manner:-</p> <p>i) Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>v) Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the</p>	<p>The Allottee/s has paid on or before execution of this agreement a sum of Rs. _____ /- (Rupees _____ Only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to Promoter the balance amount of Rs. _____ /- (Rupees _____ Only) into a designated virtual account bearing Account no. _____, IFSC Code no. _____, maintained at the _____ Bank, _____ Branch. The details of this virtual account shall also be mentioned on all subsequent demands and invoices issued by Promoter. The Promoter confirms that the aforementioned Virtual Account is linked to the RERA Designated Collection Bank Account No.409002507119, RBL Bank Ltd., Camp Branch, Pune having IFS Code No. RATN0000157. In addition to the above bank account, we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 409002507126 and Account No.409002507133 respectively.</p> <p>Further, the Allottee agrees that the applicable Goods and Services Tax (GST) amount on the total consideration shall be paid into a separate designated Virtual Account bearing Account No. _____, IFSC Code No. _____, maintained at the _____ Bank, _____ Branch.</p> <p>The Allottee/s hereby agrees to pay to that Promoter the said Balance amount in the manner detailed in Fourth Schedule hereunder.</p>

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		authority or by any revenue or other authority, in respect of the said land or the said Apartment/Unit or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. The agreed consideration of the said Apartment/Unit has been fixed by the parties hereto by considering the set off of GST as may be applicable from time to time and the Promoter has already passed on the benefit of set off of GST to the Allottee/s by way of reduction/discount. It is therefore agreed between the parties hereto that the Promoter shall be entitled to get the set off / credit of the GST paid on these presents and the Allottee/s shall not have any claim over the same. The Promoter shall intimate the Allottee/s about the imposition of any other taxes that may be levied due to construction of the present Agreement or by any amendment to any of the tax laws by the Government. The Allottee/s shall pay the said tax to the Promoter within 10 days from the date of intimation. If the Allottee/s fail/s to pay the said tax within the stipulated period, then there shall remain a lien or charge of the said arrears on the said Apartment/Unit and the Promoter shall be entitled to recover the same from the Allottee/s with interest thereon.
1e)	The Total Price is escalation-free -----	No Deviation
1f)	The Promoter may allow, in its sole discretion, a rebate -----,	The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ 6% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter. It is agreed and accepted by the parties that payment of agreed consideration is linked to the stage wise completion of the construction and therefore if the Promoters complete the construction before the time then the Allottee hereby agrees to pay the consideration amount payable at such earlier date as per payment Schedule.
1g)	The Promoter shall confirm the final carpet area-----	No Deviation
1h)	The Allottee authorizes -----,	No Deviation
2.1	The Promoter hereby agrees to observe -----,	The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the

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		concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment/Unit to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment/Unit. <u>The Promoter hereby assures to obtain all N.O.C's from various concerned Government authorities and shall submit the file to Local Authority for occupancy certificate.</u>
2.2	Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Clause-1(c) herein above. ("Payment Plan").	Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/Unit to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in the Clause-1(c) hereinabove ("Payment Plan"). <u>The Allottee/s shall pay the aforesaid due amount of consideration within 10 days from the receipt of demand intimation. Payment is the essence of contract. The Allottee/s hereby agrees and accepts to pay the consideration amount to the Promoter as per the payment Plan. The Promoter shall have a first charge/lien on the said Apartment/Unit to the extent of all amounts receivable by the Promoter from the Allottee/s under the terms hereof. It is hereby clarified that the Promoter shall be at liberty to vary the chronological order of the various stages of construction/ Items of Work of the said Building in which the said Apartment/Unit is situated and of the said Apartment/Unit itself and the Promoter shall also be at liberty to simultaneously undertake two or more stages of construction/ Items of Work set out herein and to demand from the Allottee/s the aggregate of the instalments towards the agreed consideration amount to be paid as per the stages of construction/Items of Work.</u> <u>If the Allottee makes payment by outstation cheques then the date of payment shall be the one when the same is credited to the account of the Promoters and to the extent the such amount is credited after deducting the commission of the Bank. The payment of the last instalment shall be made by D.D. or RTGS/NEFT and the possession of the said Apartment/Unit shall only be handed over after the amount is realized and credited by the payee bank.</u>

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3	<p>The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.</p>	<p><u>Vide IOD dated 14/8/2025 bearing no. Zone 6/4499 issued by the concerned competent authority.</u> The Promoter hereby declares that the Floor Space Index available as of on date in respect of the said entire land is 60,860.28 square meters only and Promoter has planned to utilize Floor Space Index of 1,02,795 square meters by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of 60,860.28 square meters as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment/Unit based on the proposed construction and sale of units to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only. <u>The Promoter shall be entitled to claim and receive compensation for any portion of the said Land/ building/s that may be notified for setback and claim the FSI/ benefits & compensation available for areas under reservation for amenity space, B. P. Roads, etc. prior to the final conveyance in favour of the society/ legal entity.</u></p>
4	If the Promoter fails to abide _____.	No Deviation
5	<p>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:</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 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</p>	<p>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:</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 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.</p>



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	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 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.	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 Apartment/Unit which may till then have been paid by the Allottee to the Promoter, <u>Provided further, the Allottee/s hereby confirm and declare that if RERA Authority passes the necessary orders for cancellation/termination of this Agreement, then the Promoter shall have right to sign and execute the Cancellation Deed for and on behalf of Allottee/s and admit the execution of cancellation deed before concerned Sub-Registrar office.</u>
5	The fixtures and fittings-----.	The fixtures and fittings with regard to the flooring and sanitary fittings and specifications like one or more lifts with particular brand, or price range (if unbranded) to be provided by the Promoter in the said building/project/Unit and the Apartment/Unit as are set out in Annexure 'E', annexed hereto. <u>If any other extra fittings, fixtures or amenities are provided by the Promoter as per the request of the Allottee/s, the Allottee/s shall be bound to pay the extra price for such additions as per the bills of the Promoter. The bills raised by Promoter shall be final. The specifications / amenities may be changed suitably by the Promoter depending on the availability of building materials, site conditions and / or changes in Government policies or laws or rules for which changes the Promoter shall not be bound or held responsible or liable for doing, providing or performing any acts, matters, services, amenities or extra works for the Allottee/s other than those expressly appearing in this Agreement.</u>
6	The Promoter shall give possession -----	No Deviation
7.1	Procedure for taking possession - The Promoter, -----	No Deviation
7.2	The Allottee shall take possession -----	The Allottee shall take possession of the Apartment/Unit within 15 days of the written notice from the promoter to the Allottee intimating that the said Units are ready for use and occupancy. <u>The Allottee/s hereby assures that they shall take possession of the said Apartment/Unit within 15 days upon receiving intimation by email or written notice regarding readiness of the said Apartment/Unit for occupation. By executing necessary indemnities, undertakings and such other documentation in this Agreement. The possession will be given only after clearing total cost of said Unit, Other Charges, Extra Work Charges, if any, Interest on</u>

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		<p>due amounts, delayed and unpaid instalments, etc. The Allottee/s shall obtain the Possession Letter from the Promoter otherwise without the Possession Letter, Possession of the Said Apartment/Unit will be treated as illegal. After the possession of the Said Apartment/Unit /building handed over, if any kind of extra work required to be carried out, then same shall be carried out by the Allottee/s in co-operation with the other Allottee/s of the said building at their own costs and the Promoter shall not be in any manner liable or responsible for the same. If the Allottee/s fails to take the possession of the said Apartment/Unit within such period, then the Allottee/s shall liable to pay interest on the outstanding amount. During the period of said delay the said Apartment/Unit shall remain locked and shall continue to be in possession of the Promoter but at the sole risk, responsibility and cost of the Allottee/s in relation to its deterioration in physical condition.</p>
7.3	Failure of Allottee to take Possession -----.	No Deviation
7.4	If within a period of five years-----.	No Deviation
8	The Allottee shall use the Apartment -----	<p>The Allottee shall use the Apartment/Unit or any part thereof or permit the same to be used only for residential purpose only in accordance with the plan sanctioned by the competent authorities and there will not be any other use permitted of the said Apartment/Unit for any reason whatsoever. The Promoter shall not be responsible, if any penalty imposed and/or any legal action initiated against the Allottee by the concerned local body/authorities due to illegal use of the Apartment/Unit.</p>
9	The Allottee along with other Allottee(s) of Apartments -----	<p>The Owner Entities are the Co-Operative Housing Societies. The Promoter may decide to form and register separate Co. Op. Housing Societies of each wings and/or to amalgamate, transfer, division, de-registration, cancellation of the existing Co-Operative Housing Societies and/or conversion of the existing Co-Operative Housing Societies, as per discretion of the Promoter and applicable laws, within a period of 03 (Three) months from the receipt of the Completion/Occupancy Certificate of the Proposed New Building/s. The Allottee along with other allottee(s) of Apartment/Unit 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</p>

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		<p>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. <u>However, any delay towards affixing signature of Allottee/s on such society formation documents and procedural delays on account of Co-operative department will not be to the account of the Promoter. Further, apex body of such Co-operative Societies will also be formed after obtaining final occupation certificate of last wing/building.</u></p> <p><u>In the event of the Co-operative Society being formed and registered before the sale and disposal of all the Apartments/Units in the building, all the power, authorities and rights of the Allottee/s herein shall be always subject to the Promoter overall, right to dispose of unsold Apartments/Units and all other rights thereto. It is specifically agreed between the parties hereto that for the unsold Apartments/Units the Promoter herein shall and will not be liable or required to contribute towards the common expenses, or maintenance charges or any amount under any head towards the share in the common expenses in respect of the unsold Apartments/Units.</u></p>
9.1	The Promoter shall, within three months -----	No Deviation
9.2	The Promoter shall, within three months -----	No Deviation
9.3	<p>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</p>	<p>Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment/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 Apartment/Unit) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill Collectors, Chowkidars, Sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society 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</p>

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	<p>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 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.</p>	<p>agrees that till the Allottee's share is so determined the Allottee shall deposit to the Promoter provisional <u>contribution maintenance fund</u> of Rs.1,00,000/- (Rs. One Lakh Only) <u>in addition to consideration amount</u> towards the <u>outgoings for common areas and maintenance charges for period of 1 year or till the fund gets exhausted, whichever is earlier in separate accounts as under:</u></p> <ol style="list-style-type: none"> 1. Individual building account- Rs.30,000/- 2. Common Area account- Rs.40,000/- 3. Environment Management Plan account- Rs.30,000/- <p><u>The Allottee further agrees that the Allottee/s shall contribute an amount of Rs.2,50,000/- (Rupees Two Lakh Fifty Thousand Only) towards the maintenance corpus amount to the Promoter at the time of possession of the said Unit/Apartment.</u></p> <p>The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be handed over by the Promoter to the Society or the Limited Company, as the case may be.</p> <p><u>Upon conveyance of Co-operative Society of the said Project, the Promoter or appointed maintenance agency shall hand over the maintenance fund of building, common and Environmental Management Plan to the said Co-operative Society of the said Project. It is hereby clarified that the said provisional maintenance charges of the Allottee/s in the outgoings and expenses of the Common Areas and Facilities of the said entire project being found to be insufficient, the Allottee/s shall be obliged to make up / pay the shortfall as and when called upon by the Promoter or appointed maintenance agency to do so. The Promoter specifically communicates to the Allottee/s that if Allottee/s fails and/or neglects to pay Maintenance expenses as agreed in the Said Agreement and/or when demanded by the Promoter and/or concern authority then same shall be considered as material breach of Said Agreement and these presents notwithstanding regular payment of consideration amount on agreed date by the Allottee/s and in such case Promoter shall not be responsible for the maintenance of the said project.</u></p>

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		<p>In case the Deed of Conveyance is executed in favour of the Co-operative Society, the disposal by the Promoter of all the Apartments/Units and other premises in the said building/s, then and in such case the Promoters/Member in respect of such unsold premises and as and when such units are sold, to the person of the choice and at the discretion of the Promoter (the realizations belonging to the Promoter alone) the Co-operative Society shall admit such Allottee/s as members of the Allottee/s of such Co-operative Society or Association without charging any premiums or any other extra payment of whatsoever nature.</p> <p>The Promoter shall not and will not be liable or required to pay any transfer fees, entrance fees or any fees or charges under any head and also will not be liable or required 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 units.</p> <p>The Allottee/s shall liable to bear and pay the proportionate share of water charges, electricity, drainage, STP, water tank, transformer, common lights, repairs and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. After the formation of the Co-operative Society of Allottee/s all the permissions in respect of sewage treatment plant, organic waste converter, lifts, water and in respect of all the amenities provided by the Promoter which requires renewal of permissions from the central government, state government, local authorities, Maharashtra Pollution Control Board and permissions from fire department shall be renewed by the said Co-operative Society at its own costs and the said facilities and formalities shall be maintained by the said Co-operative Society and its own expense. The said Co-operative Society of the said project shall maintain the above mentioned common facilities at their own costs.</p>
10	The Allottee shall on or before delivery of possession -----	<p>The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:</p> <p>iv) Rs.3,50,000/- for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body for deposit towards provisional maintenance fund for common areas and maintenance charges and corpus fund as mentioned hereinabove clause no.9.3.</p>

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		<p>v) <u>Rs.5,000/-</u> for deposit towards Water, Electric, <u>MNGI</u> and other utility and services connection charges</p> <p><u>The following charges are inclusive of the consideration of the said Apartment/Unit:</u></p> <p>i) <u>Rs.600/-</u> for share money, application entrance fee of the Society or Limited Company/Federation/Apex body.</p> <p>ii) <u>Rs.5000/-</u> for formation and registration of the Society or Limited Company/Federation/ Apex body.</p>
11	The Allottee shall pay to the Promoter -----	That a sum of Rs.5,000/- 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 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. <u>This amount is inclusive of consideration of the said Apartment/Unit.</u>
12	At the time of registration of conveyance -----	No Deviation
13	REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee as follows:	No Deviation
13.i	The Promoter has clear and marketable title-----;	No Deviation
ii	The Promoter has lawful rights and requisite -	No Deviation
iii	There are no encumbrances -----	No Deviation
iv	There are no litigations-----;	No Deviation
v	All approvals, licenses -----	No Deviation
vi	The Promoter has the right -----	No Deviation
vii	The Promoter has not entered-----;	No Deviation
viii	The Promoter confirms that the Promoter ----	No Deviation
ix	At the time of execution of the conveyance deed -----	No Deviation
x	The Promoter has duly paid -----	No Deviation
xi	No notice from the Government -----	No Deviation
14	The Allottee/s -----	No Deviation
i	To maintain the Apartment -----	No Deviation
ii	Not to store in the Apartment -----	No Deviation
iii	To carry out at -----	No Deviation
iv	Not to demolish -----	No Deviation

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v	Not to do or permit -----	No Deviation
vi	Not to throw dirt -----	No Deviation
vii	Pay to the Promoter within fifteen days of demand -----	No Deviation
viii	To bear and pay -----	No Deviation
ix	The Allottee shall not let-----	No Deviation
x	The Allottee shall observe -----	No Deviation
xi	Till a conveyance of the structure of the building in which Apartment is situated is executed in 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.	Till a conveyance of the structure of the building in which Apartment/Unit is situated is executed in favour of Society/Limited <u>Society Company</u> , 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.
xii	Till a conveyance -----	No Deviation
		<p>xiii. The Allottee/s agree not to demand, any change/alteration in the existing plans. The Allottee/s shall not change the plan of the Apartment/Unit annexed to the said agreement. The Promoter at the request of the Allottee/s may carry out any alterations in the said Apartment/Unit agreed to be purchased by the Allottee/s in terms of said Agreement and these presents, provided that the estimated amount required for the said alterations is paid/deposited to the Promoter in advance, however, to remove any doubt, it is agreed by the parties hereto in general and Allottee/s in particular that the option and right to carry out or not to carry out the alterations in the Apartment/Unit proposed by the Allottee/s shall vest and continue to be vested with the Promoter and as such the Promoter is not/shall not be bound to carry out any alterations in the said Apartment/Unit.</p> <p>xiv) The Allottee/s, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made there under or any statutory amendment(s)/ modification(s) made thereof and all other applicable laws.</p> <p>xv. The Allottee/s agree/s to follow all mandatory clauses for selection of HVAC system and interior lights for individual Apartment/Unit as per IGBC (Indian Green Building Council) norms.</p>

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		<p>xvi. After possession of the said Apartment/Unit is handed over to the Allottee/s, the Allottee/s shall take all required safety precautions during the interior work of his Apartment/Unit and shall not do any act which may endanger life and cause any structural damage to property falling which the Allottee/s shall liable to pay the penalties/charges as decided by the Promoter.</p> <p>xvii. After possession of the said Apartment/Unit is handed over to the Allottee/s, the Allottee/s may insure the said Apartment/Unit any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the project, and the Promoter shall not be responsible for any loss/damage suffered thereafter. The Allottee/s shall take all required safety precautions during the interior work of his Apartment/Unit and shall not do any act which may endanger life and cause any damage to property.</p> <p>xviii. The Allottee/s is fully aware that since the Promoter has paid all development charges, premiums and government taxes, the responsibility of creating external infrastructure outside the Said Land such as public transportation, roads, street lights, drainage, garbage disposal and storm water pipe belongs to the local authority and the Promoter shall not be liable or held accountable. The Allottee/s is/are made aware that the Promoter has as required by the Pune Municipal Corporation/ Competent Authority executed a standard indemnity bond on behalf of Allottee/s in favour of the Pune Municipal Corporation / Competent Authority at the time of sanctioning the plans with regards to provision of water supply through bore wells, and/or tankers or any other available source for the residents/Occupants/ Allottee/s of the Project being developed by the Promoter on the said Project land in case Competent Authority is not able to provide sufficient water supply at the said land. The Allottee/s agrees to bear the necessary water charges, tanker charges, etc. from maintenance funds. The Promoter may create suitable infrastructure for treatment of waste water for use of domestic consumption as per their standards.</p> <p>xix. If any other extra fittings, fixtures or amenities are provided by the Promoter as per the request of the Allottee/s, the Allottee/s shall be bound to pay the extra price for such additions as per the bills of the Promoter.</p>

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		<p>The bills raised by Promoter shall be final. The specifications/ amenities may be changed suitably by the Promoter depending on the availability of building materials, site conditions and/ or changes in Government policies or laws or rules for which changes the Promoter shall not be bound or held responsible or liable for doing, providing or performing any acts, matters, services, amenities or extra works for the Allottee/s other than those expressly appearing in this Agreement. The balconies as shown in the sanctioned plan or brochure may be either kept as balconies or may be enclosed at discretion of the Promoter.</p> <p>xx. All the permissions in respect of sewage treatment plant, water treatment plant, OWC, DG set, environmental clearance, firefighting, lifts, water, renew bank guarantee of MPCB and all other amenities and services which requires renewal of permissions from the central government, state government, local authorities, Maharashtra Pollution Control Board shall be renewed by the Allottee/Society at their own costs. The Promoter shall not be responsible, if any penalty imposed and/or any legal action initiated against the Allottee/Society by the central government, state government or concerned local authorities due to failure to renew all the common amenities, services and facilities provided thereon. The Allottee/Society shall maintain and renew the above mentioned common amenities, services and facilities from the authorised vendor's/service providers only.</p> <p>xi. The Allottee shall follow all the safety and security measures while using the said Apartment/Unit.</p>
15	The Promoter shall maintain -----	No Deviation
15A	In case the transaction being executed by this agreement -----	No Deviation
16	Nothing contained in this Agreement -----	No Deviation
17	<p>PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE –</p> <p>After the Promoter executes this Agreement he 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/plot].</p>	<p>PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE –</p> <p>After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Unit] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/Unit. The Promoter has not obtained project loan from any bank/financial institution for construction of the said Project. The Promoter has reserved right to raise any project loan by mortgaging the said Project</p>

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		land/construction thereon & project receivable. In such case, the Promoter shall ensure to obtain No Objection Certificate (N.O.C.) from such lender in their standard format with respect to the said Apartment/Unit and the Allottee/s shall abide by the terms and conditions of such N.O.C.
18	BINDING EFFECT – Forwarding this Agreement -----	No Deviation
19	ENTIRE AGREEMENT – This Agreement, along with its schedules -----	No Deviation
20	RIGHT TO AMEND – This Agreement -----	No Deviation
21	PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE /SUBSEQUENT ALLOTTEES – It is clearly understood -----	No Deviation
22	SEVERABILITY – If any provision of this Agreement shall be determined to be void or -----	No Deviation
23	METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT – Wherever in this Agreement -----	No Deviation
24	FURTHER ASSURANCES – Both Parties agree that -----	No Deviation
25	PLACE OF EXECUTION – The execution of this Agreement -----	No Deviation
26	The Allottee and/or Promoter -----	No Deviation
27	That all notices to be served name----- -----	No Deviation
28	JOINT ALLOTTEES – That in case there are Joint Allottees -----	No Deviation
29	Stamp Duty and Registration – The charges towards stamp duty and Registration of this Agreement -----	The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s in addition to the consideration of the said Apartment/Unit.
30	Dispute Resolution – Any dispute -----	No Deviation
31	GOVERNING LAW – That the rights and obligations -----	No Deviation

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ADDITIONAL CLAUSES IN RESPECT OF THE SAID PROJECT:		
32.1	Phasing of the Project	The Promoter is desirous of developing a larger project on the said Entire Land in phasewise manner, by constructing various building/s of a numbers of floors comprising of number of residential apartments and/or commercial units on the said Entire Land, hereinafter collectively referred to as the "Larger Project"
32.2		<p>The Promoter has developed the said entire land in Phases as under:</p> <p>Building A: B3+B2+B1+Gr.+28 floors Building B1-B2: B2: B3+B2+B1+Gr.+28 floors Building C: B3+B2+B1+Gr.+28 floors Club House: Gr.+UGR+2 floors (Pratik Nagar Palladio Kothrud Central)</p> <p>Building D: B3+B2+B1+Gr.+Mezz+UGR+26 floors (VJ IndiWorks Kothrud Central) (Separate RERA registration shall be obtained)</p> <p>(Signature of Allottee)</p> <p>(This consent shall be construed as informed consent)</p>
33.1	Future Potential of said Entire Land	<p>That due to applicability of Unified Development Control and Promotion Regulations (UDCPR) and as per various notifications from Urban Development Department, Government of Maharashtra issued from time to time, the additional F.S.I. in the form of paid F.S.I./T.D.R. shall be applicable to the said entire land and this additional F.S.I./T.D.R. as and when sanctioned by the local authority shall be used for the future phase said entire land. The Promoter will apply for revision of plans and the proposed full potential layout of the said entire land shall contain building/s having following configuration:</p> <p>Building A: B3+B2+B1+Gr.+28 floors Building B1-B2: B3+B2+B1+Gr.+28 floors Building C: B3+B2+B1+Gr.+28 floors Club House: Gr.+UGR+2 floors (Pratik Nagar Palladio Kothrud Central)</p> <p>Building D: B3+B2+B1+Gr.+Mezz+UGR+26 floors (VJ IndiWorks Kothrud Central) (Separate RERA registration shall be obtained)</p> <p>The said proposed full potential layout plan of the said Larger Project is subject to necessary sanctions and approvals from the concern local authorities and is subject to such changes as may be suggested by the authority.</p>



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		<p>The Allottee/s hereby gives specific consent to the competent authorities and has No Objection against the Promoter to construct the project as per the future potential layout annexed herewith. This specific irrevocable written consent is given by the Allottee/s to the Promoter/competent authorities/ to whomsoever it may concern to revise the existing sanctioned plans and layout to suit the development as per future potential layout.</p> <p>The authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for said Project/Larger Project.</p>
33.2	Disclosure regarding reservation	<p>The Promoter shall hand over/ has handed over to the local authority area under wide DP road and/or amenity space, (if any) in lieu of equivalent F.S.I. to be used in the project. The Promoter declares that there is no other reservation or acquisition on any part of the said land.</p>
34	Specific consent by the Allottee to revise layout as per full potential	<p>Promoters have disclosed the full potential of development of the said Entire Land in Annexure C-2 and the Allottee hereby gives his/her/their irrevocable and specific consent to local planning or competent authorities to revise any change as the Promoter may deem fit to suit the development potential as mentioned in Annexure C-2 and has no objection against the Promoter for the following:</p> <ul style="list-style-type: none"> To construct the project as per the future potential layout annexed herewith as Annexure C-2 Amalgamation of adjoining land and/or revise the layout/building plan and/or sub-division of said Larger Land as may be required from time to time Change of unit plans of amenity building (if any) Change in building/layout plans due to instructions received by local authority. Minor additions or alteration. <p>----- (Signature of Allottee) (This consent shall be construed as informed consent)</p>
35	Consent of Allottee/s	<p>The Allottee/s hereby assures that in the event there is any consent that is required to be obtained under Real Estate Regulation Act, 2016, then in such event,</p>

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		<p>he/she/they accepts the procedure as mentioned and detailed hereunder:</p> <p>The Promoter shall send the proposed changes in the plan/specifications to the respective Allottee/s on their registered email address as mentioned in the said Agreement/present agreement. Thereafter, the Allottee/s shall give its reply in writing to the said proposed changes within 7 days from the date of the successful delivery of the said e-mail to the Allottee/s, and in case non reply/failure of Allottee/s to reply/respond to the said e-mail within 7 days as aforesaid, then it shall be treated that the Allottee/s have given informed specific consent for the said change and thereafter Allottee/s shall not raise any dispute about the same in future. Notwithstanding anything contained hereinabove, Allottee/s agrees and accepts that unless and until proposed revision of sanctioned plans are not against the express provisions of the act they shall not withhold the consent.</p> <p>_____</p> <p>(Signature of Allottee)</p> <p>(This consent shall be construed as informed consent)</p>
36.1	Commencement Certificate	The Promoter has proposed to construct buildings on the said entire land, vide Commencement Certificate bearing No.CC/3201/25 dated 19/11/2025 and the building plan and layout plan by Pune Municipal Corporation from time to time. A copy of latest Commencement Certificate is annexed herewith as Annexure "G".
36.2	NA permission	The Promoters has applied for conversion of the user of the said Entire Land from "agricultural" to "non-agricultural" under the provisions of Section 44 of the Maharashtra Land Revenue Code, 1966 and accordingly, Hon'ble Collector, Pune has granted non-agricultural permission vide its Order dated 9/12/1992 bearing no.PMH/NA/SR/656/1992, Order dated 20/12/1990 bearing no.PRH/NA/SR/290/89 and Order dated 20/4/1992 bearing no.PMH/NA/SR/538/91. A copies of NA orders are annexed herewith as Annexure "H".
36.3	Environmental Clearance	The Promoter has obtained revised environment clearance from State Level Environment Impact Assessment Authority, (SEIAA), Mumbai, vide Letter bearing No. SIA/MH/INFRA2/537463/2025 dated 25/10/2025.

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37	<u>Cancellation</u>	<p>If the Allottee/s wishes to cancel this agreement due to reasons not attributable to the default of the Promoter, then the Promoter shall deduct 10% of the Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded within thirty days from the date of cancellation by the Allottee, subject to execution and registration of the cancellation deed by the Allottee in favour of Promoter.</p> <p>Provided further, in the event of cancellation, the Promoter is not responsible to refund any taxes and duties such as G.S.T., stamp duty and registration charges which were paid to the Government and the Allottee/s shall apply for refund at their own effort and cost.</p>
38	<u>Renewal of Government Permissions and Undertaking</u>	<p>The Allottee/s hereby agrees and undertakes that wherever required the society shall renew/obtain all government permissions/ sanctions taken by the Promoter at the cost of the Allottee/Society. Further, the Allottee/s agree that the affidavits/undertakings submitted by the Promoter to various competent authorities/ local authorities/ local bodies in obtaining various permissions, orders and sanctions are binding on the Allottee/s and the Society.</p> <p>The Allottee/s hereby agree and undertakes to renew/obtain all government permissions/ sanctions, NOC's, change of use, renew/obtain maintenance of services from various competent authorities/ local authorities/ local bodies and submit various undertakings, affidavits and indemnity to any government authority/competent authority at the cost of the Allottee/Society.</p> <p>The Allottee/s are fully aware that, since the Promoter has paid all development charges, premiums and government taxes, the responsibility of creating external infrastructure outside the said Land such as public transportation, roads, street lights, drainage and garbage disposal belongs to the competent/ local authority and the Promoter shall not be liable or held accountable. The Allottee/s is/are made aware that the Promoter has executed an affidavit/ undertaking/ indemnity bond on behalf of Allottee/s in favour of the competent authority/ local authority at the time of sanctioning the plans with respect to provision of water supply for Allottee/s of the Project being developed by the Promoter on the said Project Land and in case if competent authority/local authority is not able to provide sufficient water supply to the said Project, then the Allottee/s agrees to bear the necessary water charges, tanker charges, etc. from maintenance funds.</p>

Clause No. as per Model Agreement	Original Clause as per Model Agreement	Revised Clause as per present Agreement for Sale for project Pratik Nagar Palladio Kothrud Central
		The Promoter shall be entitled to grant lease or licence of any portion of the said Land/Project Land to any Government/Local Authority/ M.S.E.D.C.L. for providing electricity, telecommunication services etc. and the Allottee/s herein shall not be entitled to raise any objection to such grant of lease or licence and shall renew lease/obtain requisite permissions from time to time at the cost of the Allottee/s society.
39	MSEDCL Electricity meter charges on possession of the unit	The Allottee/s hereby agrees to pay all MSEDCL charges after the date of completion certificate/occupancy certificate including the first minimum electricity bill that MSEDCL generates for the Apartment/Unit and common meter. If there is any dispute regarding the same, the Allottee/s shall approach the consumer portal of MSEDCL.
40	Water connection and charges	The Allottee agrees to pay the necessary water tanker charges and is fully aware about this fact and shall not take any objection regarding this matter and shall keep concerned competent authority/Promoter indemnified at all times.
41	Assessment of Property Tax	The Allottee/s hereby agree and undertakes that the Promoters shall submit the file and necessary documents to concerned local authority/body and/or concerned competent authority for assessment of property tax and thereafter it will be the sole responsibility of the Allottee/s to co-ordinate with the concerned local authority/body and/or concerned competent authority to get the assessment of property tax of the said Apartment/Unit done and the Allottee shall pay the property tax, outgoings, transfer charges, other taxes and charges in respect of the said Apartment/Unit thereafter. The Allottee/s indemnify and keep indemnified the Promoters for assessment of property tax and all such property tax, outgoings, transfer charges, others taxes and charges in respect of the said Apartment/Unit payable by the Allottee/s from the effective dates and/or Occupation Certificate/s whichever is applicable
42	No Grant till Conveyance	None of the actions, concessions or indulgence shown by the Promoter shall be presumed and/or be treated and/or deemed to have been waived their preferential right or the right of pre-emption or the right of first refusal of the Promoter, agreed to herein by the parties hereto. Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said premises or of the said Land and building or any part thereof. The Allottee/s



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		shall have no claim save and except in respect of the said Apartment/Unit hereby agreed to be sold to the Allottee/s, and allotted areas such as upper terrace, open spaces, parking's, lobbies etc. will remain the property of the Promoter until the said Land is conveyed to the Co-operative Society as agreed to be conveyed by the Promoter as per the terms and conditions of said Agreement and this agreement.
43	Advertisement/ Prospectus	<p>Whatever design, elevation, layout, trees, lawns colour scheme etc. shown in Brochure & Pamphlet of this scheme are only for aesthetic value and advertisement and the Promoter has explained this fact to the Allottee/s and is not bound to provide the same and except as expressly provided under in said Agreement and this agreement. It is specifically understood that the Brochure/s published by Promoter from time to time in respect of the scheme is just an advertisement material and contain various features such as furniture in fenement, vegetation and plantation shown around the building, scheme, colour scheme, vehicles etc. to increase the aesthetic value only and the Promoter are not obliged to/ nor have agreed to provide the same. It is specifically understood and agreed by the Allottee/s that the prospectus other advertising material published by the Promoter from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Promoter and Allottee/s. The details mentioned in this agreement are considered as final, definitive and binding between the parties and supersedes all earlier communications.</p> <p>(Signature of Allottee)</p> <p>(This consent shall be construed as informed consent)</p>
44	Consent to Represent	he Allottee/s hereby irrevocably consents/authorizes the Promoter to represent him/her/them in all matters regarding property tax assessment and reassessment before the Local Authorities and decisions taken by the Promoter in this regard shall be binding on the Allottee/s. The Promoter may till the execution of the final conveyance represent the Allottee/s and his/her interest before the Corporations, Collectors, Road, Water, Electricity, Buildings Tax Assessment Department, Government and semi Government Departments, MSEDCL, ULC Officials etc. on behalf of the Allottee/s shall stand ratified and confirmed by the Allottee/s.

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	Grievance, Arbitration & Jurisdiction and Governing Law	In case the Allottee/s has grievance regarding any issue then he/she/they shall write an email to viparivaar.helpdesk@javdekars.com and allow the Promoter to respond within 30 days. Thereafter, if the Allottee/s is not satisfied then he/she/they can refer the issue to the reconciliatory forum constituted by RERA authority. Thereafter, in case of failure to settle the dispute amicably, the same shall be referred to arbitration as per Arbitration Act. The Courts of Pune shall have exclusive jurisdiction to try and entertain the dispute/s arising out of these presents. If the Allottee/s fails to carry out above procedure and tries to harm/tarnish/disrepute the image of the Promoters / Project / Brand in any form of digital social / print / electronic media, then the Promoters reserves the right to take appropriate legal action against the Allottee/s.
45		
46	Acquisition/ Reservation	That said Entire Land is not subject matter of acquisition and/or requisition and the Promoters have not received notices under Regional Plan. The Promoters further declare that they have not received any notice of any other acquisition or requisition or reservation till date from the State or Central Government or any Local Authority and further assures that, if, hereafter the same is received by the Promoters, the same shall be immediately informed by the Promoters to the Allottee/s.
47	Encumbrance/Litigation (if any)	The said Entire Land is free from all encumbrances and no injunction, temporary or perpetual or permanent has been granted by any court, tribunal or other authority in connection with the said Entire Land.
48	Handing Over of Possession of Unit in Case of Demise of Allottee(s)	In the unfortunate event of the death of any of the Allottee(s), the Promoter shall hand over possession of the said Apartment/Unit only to the lawful heir(s) or successor(s) of the deceased Allottee(s), as established and evidenced by a Testamentary Document or Legal Heirship Certificate or Succession Certificate issued by a competent court or authority, along with such other documentary evidence as may be reasonably required by the Promoter for verification and record.
49	Restriction on Creation of Third-Party Rights Prior to Possession	After registration of this Agreement for Sale, the Allottee(s) shall not, in any manner whatsoever, assign, transfer, sale, release, gift or otherwise create any third-party right, title, interest or encumbrance in or over the said Apartment/Flat or any part thereof, until the possession of the said Apartment/Flat is duly handed over by the Promoter, except with the prior written consent of the Promoter. Any act done or executed by

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		<u>the Allottee(s) in contravention of the above shall be deemed null and void and shall not be binding upon the Promoter.</u>
50	<u>Availing of Housing Loan and Consequences of Delay in Disbursement</u>	<u>If the Allottee(s) avails or intends to avail a housing loan from any bank or financial institution for payment of any part of the consideration, it shall be the sole responsibility of the Allottee(s) to ensure timely sanction and disbursement of the loan amount in accordance with the payment schedule specified herein. The Promoter shall not be held liable for any delay or default by the concerned bank or financial institution in disbursing any demanded amount, and any such delay shall not affect the Allottee(s) liability to make timely payment to the Promoter. Any delay in payment to the Promoter due to such non-disbursement shall attract interest and/or delay charges as prescribed under the Real Estate (Regulation and Development) Act, 2016, and the Rules and Regulations framed thereunder.</u>
51	<u>Solvency of the Promoter</u>	<u>That Promoter is neither insolvent nor are they barred/prevented by any provisions of the law to develop, transfer, deal, and/or dispose off their rights in the said Entire Land.</u>
52	<u>Preserving the aesthetics and elevation</u>	<u>To preserve the aesthetics of the elevations of the scheme no Allottee of the said Apartment/Unit shall be entitled to install Air Conditions units, Window Air Conditioner units thereby affecting the glass elevations at the frontage as well as affecting the common use of the passages, lobbies and common areas in the building. Such air conditioner units may be installed only at the space as may be provided by the Promoters.</u>
53	<u>Entry of Promoters staff in the premises</u>	<u>Till the conveyance of the commercial building in favour of the Co-operative Society of commercial building is executed, the Allottee shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view, examine and/or execute any changes as may require as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof.</u>
54	<u>Movement of men and material in the event of amalgamation of adjoining plots/ construction of future potential buildings</u>	<u>The Allottee is well aware that the Promoter will construct buildings based on Future Potential as mentioned Annexure C-2. The Allottee assures that after possession of the Said Apartment/Unit, he/she/they shall not cause any hindrance/ obstruction/ objection to</u>

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		the movement of men and machinery required to construct the future buildings.
55	Waiver clause	Any delay tolerated or indulgence shown by 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 a 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 Apartment/Unit Purchase nor shall the same in any manner prejudice the rights of the Promoters.
56	Signage	The Allottee and/or Co. Op. Society shall be allowed to place signage only at designated signage locations provided by the Promoter and only in accordance with the signage guidelines of building and with prior written permission of the Promoter. All costs relating to the signage and for putting up the same shall be borne and paid by the Allottee and/or Co. Op. Society as the case may be. Further all cost & expenses and/or charges payable to any Government authority for such signage, if any, shall be payable by the Allottee and/or Co. Op. Society. (Signature of Allottee) (This consent shall be construed as informed consent)
57	Compensation from handing over of land under reservation	The Promoter shall be entitled to claim and receive compensation for any portion of the said Entire Land / building/s that may be notified for setback and claim the FSI / benefits & compensation available for areas under reservation for amenity space, R. P. Roads, etc. prior to the final conveyance in favour of the society/ legal entity.
58	Agreement to supersede all previous communications	The Allottee/s hereby agrees that the clauses mentioned in the agreement more particularly pertaining to amenities, specifications, utilities and services shall be final and conclusive and shall supersede any verbal commitment and brochure description.
	IN WITNESS WHEREOF-----	No Deviation
	First Schedule Above Referred to Description of the freehold/leasehold land and all other details	First Schedule Above Referred to (A-I)- SAID ENTIRE LAND All that piece and parcels of land area admeasuring 14,467 Square Meters bearing C.T.S. No.749 (P), (Old Survey No.137/1), Village: Kothrud, Taluka: Haveli, District: Pune and within the limits of Pune Municipal Corporation and within the jurisdiction of Sub-Registrar



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		<p>of Assurances, Haveli No.1 to 28, Pune and bounded as follows:</p> <p>On or towards the East: By Survey No.137/2, Village: Kothrud & remaining part of development in CTS No.749 (P)</p> <p>On or towards the West: By Nala</p> <p>On or towards the South: By Nala</p> <p>On or towards the North: By Pune Paud Road</p>
		<p>First Schedule above Referred to (A-II)</p> <p>[Description of the said existing buildings owned and possessed by respective owner's entities]</p>
		<p>First Schedule above Referred to (B)</p> <p>SAID PROJECT LAND</p> <p>All that piece and parcel of land admeasuring 10,200 Square Meters out of land admeasuring 14,467 Square Meters bearing C.T.S. No.749 (P), (Old Survey No.137/1), Village: Kothrud, Taluka: Haveli, District: Pune and within the limits of Pune Municipal Corporation and within the jurisdiction of Sub-Registrar of Assurances, Haveli No.1 to 28, Pune and bounded as follows and bounded as under:</p> <p>On or towards North: By 42.00 mt. wide D. P. Road</p> <p>On or towards South: By Adj. Nala</p> <p>On or towards East: By Adj. CTS No.749 (P)</p> <p>On or towards West: By Adj. Nala</p>
	Second Schedule- common amenities and facilities	<p>Second Schedule Above Referred to:</p> <p>[Common amenities and facilities as mentioned in ATS]</p>
	Additional Schedule	<p>Third Schedule Above Referred to:</p> <p>[Description of said Apartment/Unit]</p>



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	<p>Additional Schedule (Fourth Schedule)</p>	<table><tr><th>Percentage</th><th>Stage</th></tr><tr><td>10%</td><td>On or before Agreement</td></tr><tr><td>10%</td><td>On Completion of Excavation of Building</td></tr><tr><td>10%</td><td>On Commencement of Basement Raft</td></tr><tr><td>10%</td><td>On Completion of Ground Floor Slab</td></tr><tr><td>5%</td><td>On Completion of 5th Floor slab</td></tr><tr><td>5%</td><td>On Completion of 10th Floor slab</td></tr><tr><td>5%</td><td>On Completion of 15th Floor slab</td></tr><tr><td>5%</td><td>On Completion of 20th Floor slab</td></tr><tr><td>5%</td><td>On Completion of 25th Floor slab</td></tr><tr><td>5%</td><td>On Completion of Roof/Terrace Floor slab</td></tr><tr><td>6%</td><td>On Completion of Internal Plaster/Gypsum of Unit</td></tr><tr><td>6%</td><td>On Completion of Kitchen Otta of Unit</td></tr><tr><td>6%</td><td>On Completion of Flooring of Unit</td></tr><tr><td>6%</td><td>On Completion of Doors/ Windows of Unit</td></tr><tr><td>3%</td><td>On Commencement of first Coat Internal Painting of Unit</td></tr><tr><td>2%</td><td>On or before Arch & Civil Completion of Unit</td></tr><tr><td>1%</td><td>On or before Occupancy Certificate</td></tr><tr><td>100%</td><td>Total</td></tr></table>	Percentage	Stage	10%	On or before Agreement	10%	On Completion of Excavation of Building	10%	On Commencement of Basement Raft	10%	On Completion of Ground Floor Slab	5%	On Completion of 5 th Floor slab	5%	On Completion of 10 th Floor slab	5%	On Completion of 15 th Floor slab	5%	On Completion of 20 th Floor slab	5%	On Completion of 25 th Floor slab	5%	On Completion of Roof/Terrace Floor slab	6%	On Completion of Internal Plaster/Gypsum of Unit	6%	On Completion of Kitchen Otta of Unit	6%	On Completion of Flooring of Unit	6%	On Completion of Doors/ Windows of Unit	3%	On Commencement of first Coat Internal Painting of Unit	2%	On or before Arch & Civil Completion of Unit	1%	On or before Occupancy Certificate	100%	Total
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	<p>SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER: _____</p> <p>SIGNED AND DELIVERED BY THE WITHIN NAMED ALLOTTEE: (including joint buyers)</p> <p>1) _____</p> <p>2) _____</p> <p>in the presence of WITNESSES:</p> <p>1.Name: _____</p> <p>Signature: _____</p> <p>2.Name: _____</p> <p>Signature: _____</p>	No Deviation																																						



