

29.10.2025

To,  
The Maharashtra Real Estate Regulatory Authority,  
3<sup>rd</sup> to 9<sup>th</sup> Floor, Housefin Bhavan,  
Plot No. C-21, E-Block,  
Bandra Kurla Complex,  
Bandra East, Mumbai 400051

Dear Madam/Sir,

Ref: Deviation in model form of Agreement For Sale in respect of the project "VAAYU" being applied for registration.

Mentioned below is a gist (highlighted) of the additions we seek to carry out in the specimen Agreement For Sale for the above project.

Remaining all non-highlighted clauses, information remains the same only clause numbering has been changed.

For your convenience the additional clauses have been highlighted in yellow below:

As and where the clause numbering has changed is also specified below:

Clause No.	Deviation/Clause number change
Note (1)	<i>This is a specimen draft Agreement and is subject to iterations based on specific terms and conditions that may be negotiated with each of the purchasers of premises in the building (including changes based on sale of the premises with agreed amenities or on a 'bare-shell' basis). The document that will be executed with each purchaser will contain the specific terms agreed upon- accordingly, in the event of this draft being circulated, the same shall not be deemed to prejudice the rights of the Promoter.</i>
Note (2)	<i>No right of any nature whatsoever shall be construed and / or accrued and / or deemed to have accrued in favour of any person from or by virtue of any brochure, advertisements, publicity materials, documents, circulation of drafts, etc. Any rights will only be created on the execution of an Agreement with the Promoter of the form and content agreeable to the Promoter.</i>
Recitals	Recitals have been modified to reflect the owners title and the Promoters title with respect to development of the property since this is a redevelopment project
1	Additional Clause - Recitals form an operative part of this agreement
2	Additional Clause - Inspection of documents prior to purchase
3	Is Clause No. 1 in the Model Agreement for Sale
4	Is Clause No. 1 a (i) in the Model Agreement for Sale
4	Is Clause 1(c) 1(d) 1(e) in the Model Agreement for Sale
Fourth Schedule	
5 & 6	Is Clause No. 1 (g) in the Model Agreement for Sale

110, Sidrah, 7<sup>th</sup> floor, S.V. Road, Diagonally Opp. Khar Police Station, Above Deutsche Bank, Khar (W), Mumbai-400 052

Tel: 022-42666790/26002525 E-mail: [info@aumdevelopers.com](mailto:info@aumdevelopers.com)



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7.1 & 7.2	Is Clause 1 (c) in the Model Agreement for Sale
7.3	Additional Clause- Loans availed by Allottees
7.4	Additional Clause- Third Party payments
7.5	Additional Clause- TDS Provisions
8	Is Clause No. 1(h) in the Model Agreement for Sale
9, 9.1, 9.2	Additional Clause- GST and Other Imposts
9.3	Is Clause No. 1 (f) in the Model Agreement for Sale
10	1 (a) (iii) in the Model Agreement for Sale
11	Is Clause 2.1 in Model Agreement for Sale
12	Is Clause No. 2.2 in the Model Agreement for Sale
13.1 & 13.2	Is Clause No. 3 in the Model Agreement for Sale
13.3	Additional Clause – In case of additional F.S.I. becoming available before receipt of OC the promoter shall be entitled to utilise the same and construct additional floors or extending areas of any apartments with the prior written consent of allottees who have already purchased apartments in the project VAAYU.
14.1	Is Clause No. 4.1 in the Model Agreement for Sale
14.2	Additional Clause – Payment of interest on delayed payments by the allottees to the promoter if they fail to make payment within 7 days of a demand being raised by the Promoter in consonance with the schedule for payment specified in the Fourth Schedule.
14.3	Is Clause No. 4.2 in the Model Agreement for Sale
Annexure F in Clause 15	Annexure E In Clause No. 5 in the Model Agreement for Sale
16, 16.1, 16.2, 16.2.1	Is Clause 6 in the Model Agreement for Sale
17, 17.1, 17.2	Is Clause 7.1, 7.2 and 7.3 in the Model Agreement for Sale
17.3	Additional Clause -stating that transferring the electricity and other utility bills from the name of the promoter to the name of the allottee shall be the responsibility & expense of the allottee.
17.4	Additional Clause-with respect to the Promoter framing the rules and regulations for maintenance of the New building, interior fit out work, appointing housing keeping and the allottee agreeing to pay the maintenance for the same.
18	Additional Clause - regarding continued work of beautification and improvements will continue even after receipt of OC if needed in the compound, parking systems, amenities, common areas such as the lobby, etc and the allottee shall not object to the same.
19 & 19.1	Is Clause 7.4 in the Model Agreement for Sale
19.2	Additional Clause – stating the elements which constitute a structural defect or defects and those which do not.
19.3	Additional Clause- maintenance of equipment, appliances, electronic items forming a part of the amenities shall be maintained, serviced and repaired by the manufacturers/authorised suppliers/authorised service providers. If such maintenance, service and repair is carried out any person not being





	the manufacturers/authorised suppliers/authorised service providers then the Promoter shall not be liable to carry out repairs and replacements.
19.4	Additional Clause- Promoter shall not be liable for any defects or damage the same have been caused by reason of any breach by the Allottee(s) of the terms of this Agreement, or any act of default, negligence, commission or omission by the Allottee(s) and/or by any other owners/ allottees of premises in the New Building or if the same is a result of any internal/ interior or finishing works carried out by any of the apartment-purchasers/ allottees to their respective apartments.
20	Is Clause 8 in the Model Agreement for Sale
21.1 21.2 & 21.3	Deviated from Clause 9, 9.1, 9.2 in the Model Agreement for Sale Deviated Clause – Since it is a redevelopment project the Promoter has decided to continue with the association of apartment owners i.e. Sukhda Condominium. Deviated Clause – Since it is a Condominium within 3 months from receipt of OC the Promoter shall execute Deed of Apartment with all the Apartment Owners.
22	Additional Clause- admission to the membership of the condominium
23	Additional Clause – Terraces attached to or adjacent to any of the sale apartments of the Promoter is for the exclusive benefit of the premises to which such open areas/ decks/ sit-outs/ terraces are attached/ adjacent to and the Promoter can allot the same to the purchasers/ allottees of such premises.
24	In Clause 9.3, 10, 11 and 12 of the Model Agreement for Sale



25	In 14 (ix) of the Model Agreement for Sale
26	In Clause 13 of the Model Agreement for Sale
27	Additional Clause – Promoters right over unsold premises. The Promoter shall be at liberty to mortgage or otherwise create a charge on any of the unsold premises or on the development rights without any reference or recourse to the Allottee(s) provided that the same does not in any way materially prejudice the rights of the Allottee(s) in respect of the Apartment.
28.1 to 28.10	In Clause 14 of the Model Agreement for Sale
28.11	Additional Clause - The Allottee(s) 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 New Building or any part thereof to view and examine the state and condition thereof;
28.12	Additional Clause - The Allottee(s) shall not to make any internal changes to the Apartment that will be in deviation of the building plans sanctioned by the BMC and/ or which may affect the Occupation Certificate issued by the BMC or lead to any action being taken by the BMC against the Promoter or the Condominium or other premises-owners, and any breach by the Allottee(s) will make the Allottee(s) liable for all costs and consequences





	including without limitation penalties/ damages/ reimbursement of costs, etc., which will be payable by the Allottee(s) to the Promoter;
28.13	Additional Clause - The Allottee(s) shall not to change any grills/ railings provided by the Promoter, and shall not fix any external grills/ railings to any windows or in any manner alter the external elevation of the New Building. The Allottee(s) also agree(s) and undertake(s) that all outdoor units of air-conditioners shall be fixed only within the ducts provided. The Allottee(s) agree(s) and undertake(s) not to enclose or misuse any chajjas;
28.14	Additional Clause - The Allottee(s) agree(s) not to change the colour of any balconies of the Apartment or enclose any balconies;
28.15	Additional Clause - The Allottee(s) shall not raise any objection or cause any obstruction to any works being carried out to any of the unsold premises;
28.16	Additional Clause- The Allottee(s) hereby expressly agree(s) and that the Promoter is entitled to utilize any additional elevation features as may from time to time be permitted by the BMC and accordingly alter the external elevation/ façade of the New Building, for which purpose the Promoter may amend/ revise the plans of the New Building, with the written consent of the Allottee(s) as contemplated by RERA;





28.17	<p>Additional Clause - Any interior works that the Allottee(s) intend(s) to carry out in the Apartment and any shifting of furniture/ equipment will be done through proper agencies and with utmost caution so as not to cause any damage to the Apartment or the premises/ areas next to/ above/ below the Apartment, or to any parts of the common areas/ utilities/ facilities or the rest of the New Building or compound. In the event the Allottee(s) desire(s) to affix/ change tiles, sanitary ware, or any other civil work, the Allottee(s) shall first write to the Promoter giving complete details and the Allottee(s) shall obtain the prior written permission of the Promoter and shall adhere to the rules issued by the Promoter. Notwithstanding the aforesaid, the Allottee(s) shall not change or puncture any plumbing lines/ electric wires/cables;</p>
28.18	<p>Additional Clause-Any damage caused to any premises below/ next to/ above the Apartment or to any parts of the common areas/ utilities/ facilities or the rest of the New Building or compound on account of any movement of material/ equipment to/from the Apartment or on account of any work carried out therein shall be made good/ rectified by the Allottee(s) at his/ her/ their costs and to the satisfaction of the Promoter;</p>
28.19	<p>Additional Clause - As regards any equipment provided by the Promoter in the Apartment, the Allottee(s) shall ensure proper use and maintenance of the same and shall have annual maintenance contracts signed with the authorized agencies;</p>
28.20	<p>Additional Clause - The Promoter is entitled to frame rules and regulations for the manner in which interior works shall be carried out by purchasers/ allottees of premises in the New Building. The Allottee(s) shall be bound to comply with all such rules and regulations and agree(s) and undertake(s) to sign such rules so framed, without any demur, at the time of taking possession of the Apartment or at any time thereafter as and when called upon by the Promoter.</p>



28.21	Additional Clause-The Allottee(s) shall not lay any claims to any benefits or advantages that may become available to the Promoter or due to any changes in law and shall not claim any benefits and shall not raise any objection or cause any obstruction in this regard.
28.22	Additional Clause - The Allottee(s) shall not lay any claims to the Promoter's premises or generally to any benefits or advantages that are/may become available to the Promoter under the Development Agreements and shall not raise any objection or cause any obstruction in this regard.
29	Additional Clause – Resident Status of the Allottee(s)
30	Additional Clause – Logos installed by the Promoter
31	Is Clause 17 in the Model Agreement for Sale
32	Is Clause 18 in the Model Agreement for Sale



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33	Is Clause 19 in the Model Agreement for Sale
34	Is Clause 19 in the Model Agreement for Sale
35	Is Clause 20 in the Model Agreement for Sale.
36	Is Clause No. 22 in the Model Agreement fore Sale.
37	Is Clause No. 27 in the Model Agreement for Sale.
38	Is Clause No. 28 in the Model Agreement for Sale





39.1	In Clause Nos. 21 in the Model Agreement for Sale
39.2	In Clause Nos. 23 in the Model Agreement for Sale
39.3	In Clause Nos. 24 & 25 in the Model Agreement for Sale
39.4	In Clause Nos. 26 in the Model Agreement for Sale
39.5	In Clause No. 29 of the Model Agreement for Sale
39.6	In Clause No. 30 of the Model Agreement for Sale



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39.7	Additional Clause -PAN of parties
39.8	Additional Clause - Incorporation by Reference. Every exhibit, schedule, and other appendix attached to this Agreement and referred to herein is hereby incorporated in this Agreement by reference.
39.9	Additional Clause - Headings. Headings of clauses contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.
FIRST SCHEDULE	Description of the Plot
SECOND SCHEDULE	Description of the said Apartment
THIRD SCHEDULE	Is the SECOND SCHEDULE in the Model Agreement for Sale

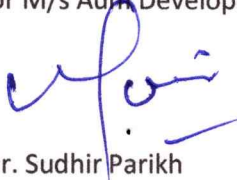




FOURTH & FIFTH SCHEDULE	Payment of Instalments
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The Promoter M/s Aum Developers Realty, hereby confirms that the Proforma Agreement for Sale is in line with the Model Allotment Letter prescribed in Maharashtra RERA Rules and there are no other additions and deviations other than those specified above:

For M/s Aum Developers Realty



Mr. Sudhir Parikh  
Partner



Date: 29.10.2025

Place: Mumbai