

Date :

To,
The Secretary
MAHARERA

Subject : Deviation Against Agreement to Sale

Project Name : OASIS - 32

Dear Sir/Madam,

Please find appended below the list derivations in the said agreement for Sale.

List of clauses that have been amended by promoter in the Model Agreement for Sale is produced hereunder and the same is also hilighted in yellow colour and clauses deleted is striked -out in Red Colour in the said Agreement For Sale :

Sr.No.	Page No.	Clause	Added Portion
1	7	Clause 2.1.1	The balance Sale Consideration is specifically agreed to be paid by the ALLOTTEE/PURCHASER/S to the VENDOR/PROMOTER in the manner stipulated in Schedule E. That the VENDOR/PROMOTER shall procure all necessary documents, Release Letter, papers required for registration of the Sale Deed.
2	7	Clause 2.1.2	It is agreed between the parties that, if the ALLOTTEE/PURCHASER/S fails to make payment of consideration as stated here-in the interest may be charged for the period of default but in no case any such default shall be delayed for one months from due date.
3	8	Clause 2.2.2	That, the VENDOR/PROMOTER, upon obtaining the Release Letter from the competent authority and subject to receipt of the Sale Consideration from the ALLOTTEE/PURCHASER/S as per the agreement, shall offer the possession of the Industrial Plot to the ALLOTTEE/PURCHASER/S in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the VENDOR/PROMOTER shall give possession of the Industrial Plot to the ALLOTTEE/PURCHASER/S. The VENDOR/PROMOTER agrees and undertakes to indemnify the ALLOTTEE/PURCHASER/S in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the VENDOR/PROMOTER.

4	8	Clause 2.2.3	The ALLOTTEE/PURCHASER/S after taking over the possession of the said plot shall use the said Plot or any part thereof or permit the same to be used only for Industrial/legal Purposes.
5	8	4.1	If the Vendor/Promoter fails to abide by the time schedule for completing the project and handing over the [Plot] to the Allottee, the Vendor/Promoter agrees to pay to the Allottee, who does not intend to withdraw from the project, interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. The Allottee agrees to pay to the Vendor/Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Vendor/Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Vendor/Promoter
6	9	4.2	Without prejudice to the right of Vendor/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 Vendor/Promoter under this Agreement (including his/her/their proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Vendor/Promoter shall at their own option, may terminate this Agreement: Provided that, Vendor/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 Vendor/Promoter within the period of notice then at the end of such notice period, Vendor/Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Vendor/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 Vendor/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 Vendor/Promoter.
7	11	9	FORMATION OF FINAL BODY OF PURCHASERS / SOCIETY / ASSOCIATION The Allottee along with other allottee(s) of Plot 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 Vendor/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 bye- laws of the proposed Society/"Association" and duly fill in, sign and return to the Vendor/Promoter within seven days of the same being forwarded by the Vendor/Promoter to the Allottee, so as to enable the Vendor/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.
8	11	9.1	The Vendor/Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society," Association" or Limited Company all the right, title and the interest of the Vendor/Promoter and/or the owners.
9	12	9.2	The Vendor/Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Vendor/Promoter and/or the owners in the project land
Sr.No.	Page No.	Clause	Deleted (Striked-off)
1	6	1(a) (i)	~~The Allottee hereby agrees to purchase from the Promoter and Promoter hereby agrees to sell the Allottee garage bearing Nos. _____ admeasuring _____ Sq.Ft having _____ ft. Lengh x _____ sq. ft 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. _____.
2	6	1(a) (ii)	The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee, garage/ covered Car parking space at _____ level basement/podium/ stilt /mechanical Car Parking Unit bearing No. _____ admeasuring _____ sq. ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance for the consideration of Rs. _____.
3	7	1(b)	~~The Vendor/Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendor/Promoter. If there is any reduction in the carpet area within the defined limit then Vendor/Promoter shall refund the excess money paid by Allottee within forty five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoters shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.~~

I/We that this disclosure is to the best of my knowledge and as per the information available with me as on date. The draft Agreement for Sale has been prepared and submitted to Maharashtra on _____. In event of any subsequent changes in the draft we shall not be contrary or inconsistent with the provisions of Maharashtra and the Rules and Regulations made thereunder, then the same shall be subsequently submitted to Maharashtra and uploaded on Maharashtra website along with its deviation report.

Place : Nagpur
Date : 15/01/2024

FOR OASIS BUILDER AND DEVELOPER

OASIS BUILDER & DEVELOPER,
for
VIVEK BABANRAO HUSKALE
Proprietor
Proprietor