



**SAFFRON  
ASSOCIATES**

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To,  
The Competent Authority,  
RERA Authority

Date: 14/12/2022

**Sub.: Deviation Report of Unit Purchase Agreement of the Project known as "SAFFRON LANDMARKS" to be developed on land bearing Gut bearing No. 57/P, situated at Village Satara, Beed Bye-Pass Road, Tq. And Dist. Aurangabad.**

Respected Sir,

| Sr. No. | Clause in RERA Agreement and its number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Clause in our Agreement and its number                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Deviation in clause                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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| 1.      | 1<br>The Promoter shall construct the said building/s consisting of ..... basement and ground/ stilt, /..... podiums, and ..... upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time.<br>Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition | 1<br>The Promoter shall construct the said Project in accordance with the plans, designs and specifications as approved by the concerned local Authority from time to time and which have been seen and approved by the Allottee with such variations and modifications as the Promoter may consider necessary or as may be required by the concerned local authority and/or the Government Authority to be made in them or any of them.<br>The name of the Project will be "SAFFRON LANDMARKS". The ALLOTTEE's Co-operative Society/ ..... Limited Company/Condominium of Apartment Holders as the case may be shall not change, alter or modify the said name without the prior written consent of the Developer at any time. Developer has right to fix | <b>Deleted Allottee Consent as under:</b><br>"Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law."<br><br><b>And added the consent as under:</b><br>The name of the Project will be "SAFFRON LANDMARKS". The ALLOTTEE's Co-operative Society/ ..... Limited Company/Condominium of Apartment Holders as the case may be shall not change, alter or modify the said name without the prior written consent of the Developer at any time. Developer has right to fix signage of Developer's name on the Building and Showroom/office/shop ALLOTTEE or Association / Society of Unit ALLOTTEES have no right to remove the signage affixed by the Developer.<br><br>The Promoter shall obtain prior written consent of at least 2/3rd Allottee/s in respect |

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| <p>required by any Government authorities or due to change in law.</p>                      | <p>signage of Developer's name on the Building and Showroom/office/shop ALLOTTEE or Association / Society of Unit ALLOTTEES have no right to remove the signage affixed by the Developer.</p> <p>The Promoter shall obtain prior written consent of at least 2/3rd Allottee/s in respect of variations and modifications which may adversely affect the Shop of the Allottee/s except any alterations or additions or modifications in the sanctioned plans and specifications of the Project or common areas of the said Project which are required to be made by Promoter in compliance of any direction or order, etc. issued by, the Competent Authority or Statutory Authority, under any law of the State or Central Government, for the time being in force or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer. Promoter may also make such minor additions and alterations as may be required by the Allottee. The Promoter has disclosed the details of Floor Space Index in Clause No _____ that can be utilized on this Project land so if in future, the Promoter wishes to utilize the F.S.I. upto the extent disclosed in clause No. _____, no consent will be required from Allottee.</p> | <p>of variations and modifications which may adversely affect the Shop of the Allottee/s except any alterations or additions or modifications in the sanctioned plans and specifications of the Project or common areas of the said Project which are required to be made by Promoter in compliance of any direction or order, etc. issued by, the Competent Authority or Statutory Authority, under any law of the State or Central Government, for the time being in force or such minor changes or alterations as may be necessary due to architectural and structural reasons duly recommended and verified by the Architect or Engineer. Promoter may also make such minor additions and alterations as may be required by the Allottee. The Promoter has disclosed the details of Floor Space Index in Clause No _____ that can be utilized on this Project land so if in future, the Promoter wishes to utilize the F.S.I. upto the extent disclosed in clause No. _____, no consent will be required from Allottee.</p> |
| <p>2. 1.a (i) The Allottee hereby agrees to purchase from the Promoter and the Promoter</p> | <p>1.a The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Showroom/office/shop No.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p><b>In 1.a.(i) deleted</b> "as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2" and added "but excluding all other expenses, charges and</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

hereby agrees to sell to the Allottee Apartment No. \_\_\_\_\_ of the type \_\_\_\_\_ of carpet area admeasuring \_\_\_\_\_ sq. metres on \_\_\_\_\_ floor in the building \_\_\_\_\_

/wing (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs. \_\_\_\_\_ including Rs. \_\_\_\_\_ being 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 annexed herewith. (the price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos \_\_\_\_\_ situated at \_\_\_\_\_ Basement and/or stilt and /or \_\_\_\_\_ podium being constructed in the layout for the consideration of Rs. \_\_\_\_\_/-

\_\_\_\_\_ having carpet area admeasuring \_\_\_\_\_ square meters as per RERA situated on \_\_\_\_\_ Floor in the SAFFRON LANDMARKS (hereinafter referred to as "Showroom/office/shop" for the sake of brevity and convenience which is more particularly described in Schedule II hereunder written) for the consideration \_\_\_\_\_ of and this amount is inclusive of the price for the carpet area of the said Showroom/office/shop and proportionate share in the common areas and facilities but excluding all other expenses, charges and statutory taxes separately mentioned herein below.

(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Showroom/office/shop bearing No. \_\_\_\_\_ situated at Ground floor being constructed in the building for the consideration of \_\_\_\_\_.

(iii) It is hereby agreed that suitable parking spaces is provided on Two Basement Floors of "SAFFRON LANDMARKSS" building/project and the unit holders is made aware of the fact that the parking is at FIRST COME FIRST SERVE basis and there is no designated or allotment of parking spaces to Shop/unit holders. It is specifically agreed by the allottee/s herein that they shall be entitled to use the entire parking area in common with the allottees as well as guests/visitors. The allottees amongst themselves agreed that

statutory taxes separately mentioned herein below."

**Replaced clause 1.a.(iii) as** "(iii) It is hereby agreed that suitable parking spaces is provided on Two Basement Floors of "SAFFRON LANDMARKSS" building/project and the unit holders is made aware of the fact that the parking is at FIRST COME FIRST SERVE basis and there is no designated or allotment of parking spaces to Shop/unit holders. It is specifically agreed by the allottee/s herein that they shall be entitled to use the entire parking area in common with the allottees as well as guests/visitors. The allottees amongst themselves agreed that this arrangement is final, irrevocable and binding amongst all of them and the said right shall be perpetual and run along with their respective tenements and shall be heritable and transferable along with their respective tenements and shall not be separated. The promoter has reserved parking spaces at Third Basement Floor for future use/purpose and same will be at discretion of the promoter to allot and designate parking spaces to any of the unit holders as and when need arises."

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|    | <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 _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/-</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p>this arrangement is final, irrevocable and binding amongst all of them and the said right shall be perpetual and run along with their respective tenements and shall be heritable and transferable along with their respective tenements and shall not be separated. The promoter has reserved parking spaces at Third Basement Floor for future use/purpose and same will be at discretion of the promoter to allot and designate parking spaces to any of the unit holders as and when need arises.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 3. | <p>1. (b) to 1. (h)</p> <p>1 (b) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. _____</p> <p>1(c) The Allottee has paid on or before execution of this agreement a sum of Rs... (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 _____ in the 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>1. (b) to 1. (h)</p> <p>1 (b) The total aggregate consideration amount for the Showroom/office/shop is thus Rs. _____</p> <p>(c) 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 _____) in the 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. (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</p> | <p>Discount rate of 3% as per model agreement kept blank in Saffron agreement in Clause 1. (f).</p> <p><b>Replaced clause 1 (g) as under:</b> "The proposed carpet area of the said Showroom/office/shop would be as per the approved plans and may change as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc. The ALLOTTEE/s agrees that the carpet area is therefore, subject to tolerance of +/-3% on account of structural design and construction variations. It is brought to the notice of the ALLOTTEE the Developer has paid premium to enclose the balconies and balconies are enclosed and included in the room as shown in the sanctioned plan. The Developer 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 variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit except and other than as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc. as mentioned hereinabove, then Developer shall refund the</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.

iv) Amount of Rs...../- (.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v) Amount of Rs.... (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi) Amount of Rs... (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii) Amount of Rs..... (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment equipments, entrance lobby/s, plinth protection, paving of areas appertain and all other

which the said Apartment is located.

iv. Amount of Rs.....(not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.

v. Amount of Rs....(not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

vi. Amount of Rs...../-(.....)(not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.

vii. Amount of Rs....(not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the

excess money paid by the ALLOTTEE(s) within forty-five days with annual interest at the rate State Bank of India highest marginal cost of lending Rate+2%, from the date when such excess amount was paid by the ALLOTTEE(s). If there is any increase in the carpet area allotted to ALLOTTEE(s), the Developer shall demand additional amount from the ALLOTTEE(s) as per the next milestone of the Payment Plan."

**In Clause 1. (h) deleted the note** "Note: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalments linked to number of basements/podiums/floors in case of multi-storied building /wing."

requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.

viii. Balance Amount of Rs..... against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].

1(e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies /Government from time to time. The Promoter undertakes and agrees that while raising a demand on

Promoter by way of Value Added Tax, Service Tax, GST and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the said Apartment;

1 (e) The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/ order/ rule/ regulation/ published/issued/ in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) 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 @3% 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.

1 (g) The proposed carpet area of the said

the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc. the Promoter shall enclose the said notification/ order/ rule/ regulation/ published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

1(f) 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 @ \_\_\_% 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.

1(g) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by 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

Showroom/office/shop would be as per the approved plans and may change as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc. The ALLOTTEE/s agrees that the carpet area is therefore, subject to tolerance of  $\pm 3\%$  on account of structural design and construction variations. It is brought to the notice of the ALLOTTEE the Developer has paid premium to enclose the balconies and balconies are enclosed and included in the room as shown in the sanctioned plan. The Developer 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 variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit except and other than as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc. as mentioned hereinabove, then Developer shall refund the excess money paid by the ALLOTTEE(s) within forty-five days with annual interest at the rate State Bank of India highest marginal cost of lending Rate+2%, from the date when such excess amount was paid by the ALLOTTEE(s). If there is any increase in the carpet area allotted to ALLOTTEE(s), the Developer shall demand

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|    | <p>confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then 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 Promoter 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.</p> <p>1(h) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.</p> | <p>additional amount from the ALLOTTEE(s) as per the next milestone of the Payment Plan.</p> <p>1 (g) The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.</p> |                                                                                                                                                                                                                                                                                                                                                                                                           |
| 4. | <p>2</p> <p>2.1 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</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <p>2</p> <p>2.1 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 concerned local authority at the time of sanctioning the said plans or</p>                                                                                                                                                                                  | <p><b>In Clause 2.1 added</b> "Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said Shop until the occupation/completion certificate is received from the local Authority and the Allottee has paid all dues payable under this Agreement in respect of the said Shop to the Promoter and has paid the necessary maintenance</p> |

concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.

thereafter and shall, before handing over possession of the Showroom/office/shop to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said Shop until the occupation/completion certificate is received from the local Authority and the Allottee has paid all dues payable under this Agreement in respect of the said Shop to the Promoter and has paid the necessary maintenance amount/deposit, G.S.T and other taxes payable under this Agreement of the said Shop to the Promoter and has signed possession documents. Howsoever for the purpose of defect liability on / towards the Promoter, the date shall be calculated from the date of handing over possession to the Allottee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said Project as stated in the said Agreement. That further it has been agreed by the Allottee that any damage or change done within the Showroom/office/shop sold or in the Project done by him/ them or by any third person on and behalf of the Allottee then the Allottee expressly absolves the Promoter from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the Promoter. After the receipt of occupation/completion

amount/deposit, G.S.T and other taxes payable under this Agreement of the said Shop to the Promoter and has signed possession documents. Howsoever for the purpose of defect liability on / towards the Promoter, the date shall be calculated from the date of handing over possession to the Allottee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said Project as stated in the said Agreement. That further it has been agreed by the Allottee that any damage or change done within the Showroom/office/shop sold or in the Project done by him/ them or by any third person on and behalf of the Allottee then the Allottee expressly absolves the Promoter from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the Promoter. After the receipt of occupation/completion certificate from Aurangabad Municipal Corporation, the Promoter shall be free from any liability in case of any addition and/or alteration to the Shop / Project by the Allottee/s, any damage to the building by accident, any tempering with the geometrical sections of the building, lack of maintenance by the Allottee/s or apartment associations, any event of force majeure and any act of God."

**Added Clause 2.1** "The Developer is at liberty to make such amendments, alterations, modifications, and/or variations as the Promoter may consider necessary or expedient for implementation of Scheme or Project formulated/floated at present or in future by Central / State Government or MHADA or any other authority or for compliance of any Act, Rule or Regulation, as may be amended from time to time or as may be required to be made by the concerned local or any authority/the Government to be made in the layout and the buildings to be constructed thereon or any of them provided that, by reason of such amendments, alteration, modifications and/or variations, the area of the said Showroom/office/shop

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|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | certificate from Aurangabad Municipal Corporation, the Promoter shall be free from any liability in case of any addition and/or alteration to the Shop / Project by the Allottee/s, any damage to the building by accident, any tempering with the geometrical sections of the building, lack of maintenance by the Allottee/s or apartment associations, any event of force majeure and any act of God.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | agreed to be purchased by the ALLOTTEE/s will not be affected or reduced. Provided that the Promoter shall have to obtain prior consent in writing of the ALLOTTEE in respect of variations or modifications which may adversely affect the Showroom/office/shop of the ALLOTTEE."                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5. | 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | <p><b>Clause 3 of the RERA Agreement</b> incorporated in Clause 4 of the Saffron Agreement and added the clause "The Promoter shall be entitled to load this additional F.S.I. at any time on the said Project land the Promoter shall be entitled to revise the plans, get the sanctioned from local Authority, construct the additional units/floors as may be permitted by the local Authority and the Allottee/s shall fully co-operate with the Promoter to enable the Promoter to make any addition/alteration on the said land in accordance with the plans sanctioned or which may be herein after sanctioned by the concerned Local Authority. In case any land or any portion of the said land is acquired by any Authority before execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get F.S.I./T.D.R. in lieu of compensation. Notwithstanding anything contained anywhere in this Agreement, the Allottee hereby declares, confirms and agrees that-</p> <p>a. the Promoter has also reserved all its rights to use, utilize and consume the Floor Area Ratio/ Floor Space Index ("FAR/ FSI") originating from the physical area of the Project land either as Floating Floor Space Index or otherwise, so also to use the same in a manner and at a location, either in phased manner or otherwise, as may be exclusively decided by the Promoter,</p> |
|    | <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</p> | <p>4. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 62824.04 square meters only and Promoter has planned to utilize Floor Space Index of 28080.21 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 28080.21 Sq. Mtrs., as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Showroom/office/shop 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. The Promoter shall be entitled to load this additional F.S.I. at any time on</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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| <p>Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.</p> | <p>the said Project land the Promoter shall be entitled to revise the plans, get the sanctioned from local Authority, construct the additional units/floors as may be permitted by the local Authority and the Allottee/s shall fully co-operate with the Promoter to enable the Promoter to make any addition/alteration on the said land in accordance with the plans sanctioned or which may be herein after sanctioned by the concerned Local Authority. In case any land or any portion of the said land is acquired by any Authority before execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get F.S.I./T.D.R. in lieu of compensation. Notwithstanding anything contained anywhere in this Agreement, the Allottee hereby declares, confirms and agrees that</p> | <p>b. An Apartment Association or condominium shall be formed as per Deed of Declaration u/s. 2 of MAO Act, 1970.</p> <p>The conveyance of the common areas &amp; spaces of said Project together with the building/s constructed thereon, shall be executed by the Promoter in favor of Apartment association or condominium which will be formed after completion of the project;"</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <p>6. 6</p>                                                                                                                          | <p>6. The Promoter shall give possession of the Showroom/office/shop to the Allottee on or before 30th day of June 2027. If the Promoter fails or neglects to give possession of the Showroom/office/shop to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Showroom/office/shop with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.</p>                                                                                                                                                                               | <p><b>In Clause 6. (i)</b> added the Clause "where actual work of said Project could not be carried by the Promoter as per sanctioned plan due to specific stay or injunction orders relating to the said Project from any Court of law, or Tribunal, Competent Authority, statutory Authority high power committee etc. or due to such circumstances as may be decided by the Authority.</p> <p>If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Shop, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand</p> |

|    |     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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|    |     | <p>Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Showroom/office/shop on the aforesaid date, if the completion of building in which the Showroom/office/shop is to be situated is delayed on account of -</p> <p>(i) war, civil commotion or act of God,</p> <p>(ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.</p>                                                  | <p>terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 30 days from that date. After any refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.</p> <p>That the Allottee/s further agree/s that even where 'substantial completion' of works has been done and after receiving OC from the Competent Authority possession of the said Showroom/office/shop shall be given. That substantial completion would mean works done that do not affect his use or occupation of his Showroom/office/shop and he can cohabit in the said Showroom/office/shop. However, if the Promoter is not allowed by the Allottee or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the Promoter."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 7. | 7.3 | <p>7.3 Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time</p> | <p>7</p> <p>7.3 Failure of Allottee to take Possession of said Showroom/office/shop: Upon receiving a written intimation from the Promoter as per clause 8.1, the Allottee shall take possession of the Showroom/office/shop from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Showroom/office/shop to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.1 such Allottee shall continue to be liable to pay maintenance charges as applicable, property taxes, electricity charges, interest</p> <p><b>In clause 7.3 of the Saffron Agreement added</b> "property taxes, electricity charges, interest on delayed payment and any other expenses &amp; outgoing in respect of the said shop and the Promoter shall not be liable for the maintenance, wear and tear of the said shop.</p> <p>Compensation—That the Allottee has given his specific confirmation herein that the responsibility of the title of the said land be on the Promoter up and until the conveyance of the said Project and the said land thereunder.</p> <p>Except for occurrence of the events stating herein above, if the Promoter fails to complete or is unable to give possession of the Shop (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or for any other reason; the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee/s wish/es to</p> |

provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as applicable.

on delayed payment and any other expenses & outgoing in respect of the said shop and the Promoter shall not be liable for the maintenance, wear and tear of the said shop.

Compensation -That the Allottee has given his specific confirmation herein that the responsibility of the title of the said land be on the Promoter up and until the conveyance of the said Project and the said land thereunder.

Except for occurrence of the events stating herein above, if the Promoter fails to complete or is unable to give possession of the Shop (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or for any other reason; the Promoter shall be liable, on demand to the Allottee/s, in case the Allottee/s wish/es to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Shop, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within 30 days.

Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 %, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Shop.

Before delivery of possession of the said Shop, the Allottee/s shall satisfy himself/herself/themselves about the correctness of area of the said

withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Shop, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within 30 days.

Provided that where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 %, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the Shop.

Before delivery of possession of the said Shop, the Allottee/s shall satisfy himself/herself/themselves about the correctness of area of the said Shop and about the quality of the construction work and specifications/amenities provided. Thereafter the Allottee/s shall not be entitled to make any complaint in this particular regard and all the rights regarding the same shall be deemed to have been waived. The Allottee/s, after receiving the possession of the said Shop, has/ have to duly verify all that has been handed over in this regard and if any kind of defect in respect of fixtures and fittings, doors, aluminium windows etc, is noticed in the said Shop, the Allottee/s shall inform/intimate the Promoter herein immediately and the Promoter shall be the responsible to repair such defects at its own cost. The Promoter shall ensure that the handover of possession is conducted smoothly and due acknowledgement in writing is taken from the Allottee as to his/her/their satisfaction regarding the same. After the possession of the Shop/ Project is handed over, if any, work thereafter is required to be carried out by the Government or Municipality or Statutory Authority, the same shall be carried out by the Allottee/s in co-operation with the other Allottee of the Shops and/or the ultimate organization in the said Project at their own costs and the Promoter shall not be in any manner liable or responsible for the same provided the

Shop and about the quality of the construction work and specifications/amenities provided. Thereafter the Allottee/s shall not be entitled to make any complaint in this particular regard and all the rights regarding the same shall be deemed to have been waived. The Allottee/s, after receiving the possession of the said Shop, has/ have to duly verify all that has been handed over in this regard and if any kind of defect in respect of fixtures and fittings, doors, aluminium windows etc, is noticed in the said Shop, the Allottee/s shall inform/intimate the Promoter herein immediately and the Promoter shall be the responsible to repair such defects at its own cost. The Promoter shall ensure that the handover of possession is conducted smoothly and due acknowledgement in writing is taken from the Allottee as to his/her/their satisfaction regarding the same. After the possession of the Shop/ Project is handed over, if any, work thereafter is required to be carried out by the Government or Municipality or Statutory Authority, the same shall be carried out by the Allottee/s in co-operation with the other Allottee of the Shops and/or the ultimate organization in the said Project at their own costs and the Promoter shall not be in any manner liable or responsible for the same provided the Promoter has duly discharged its duties in all aspects and that it is out of purview of the Promoter duties and responsibilities under these presents.

Promoter has duly discharged its duties in all aspects and that it is out of purview of the Promoter duties and responsibilities under these presents.

The Promoter shall give possession of the said Shop to the Allottee on or before the date prescribed herein above and on receiving all the dues payable by the Allottee to the Promoter, if any. The Allottee hereby agrees and confirms that he/she/they does not have any objection with regard to receiving the possession of the said Shop at such early date from the Promoter herein and as such hereby admits and undertakes to make payment of full consideration in respect of the said Shop and all other amounts payable by the Allottee in respect of the said Shop at such early date, in the event the Promoter is able to expedite the development of the said Shop and handover the possession of the same at such early date.

The Promoter may complete part portion or floor of the Project and obtain part occupancy certificate and give possession of the Shop to the Allottee hereof and the Allottee shall not be entitled to raise any objection thereto. Upon the Shop Allottee taking possession of the said Shop (including the Allottee taking possession of the said Shop) in such partly completed or portion or floor, the Promoter or their agents or contractors shall carry on the remaining work with the Allottee occupying his/her/their/its Shop. The Allottee shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/they/it."

**In clause 7.4 of the Saffron Agreement added** "Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Shop of Project and in specific the structure of the said Showroom/office/shop of the said Project which shall include but not limit to columns, beams etc. or in the fittings therein.

The Promoter shall give possession of the said Shop to the Allottee on or before the date prescribed herein above and on receiving all the dues payable by the Allottee to the Promoter, if any. The Allottee hereby agrees and confirms that he/she/they does not have any objection with regard to receiving the possession of the said Shop at such early date from the Promoter herein and as such hereby admits and undertakes to make payment of full consideration in respect of the said Shop and all other amounts payable by the Allottee in respect of the said Shop at such early date, in the event the Promoter is able to expedite the development of the said Shop and handover the possession of the same at such early date.

The Promoter may complete part portion or floor of the Project and obtain part occupancy certificate and give possession of the Shop to the Allottee hereof and the Allottee shall not be entitled to raise any objection thereto. Upon the Shop Allottee taking possession of the said Shop (including the Allottee taking possession of the said Shop) in such partly completed or portion or floor, the Promoter or their agents or contractors shall carry on the remaining work with the Allottee occupying his/her/their/its Shop. The Allottee shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/they/it.

in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the toilet which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Shop by the occupants, vagaries of nature, damage to electrical equipments due to voltage fluctuations, force majeure, abnormal heavy rains, abnormal fluctuation in temperature etc.

That the Allottee shall indemnify and keep indemnifying the Promoter towards/ against any actions, proceedings, cost, claims and demands in respect of any breach, non-observance or non-performance of such obligations given specifically herein to the Allottee.

That it shall be the responsibility of the Allottee to maintain his Showroom/office/shop in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his Shop are regularly filled with white cement/epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the Promoter to the

Allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Showroom/office/shop/ Project, and if the annual maintenance contracts are not done/renewed by the Allottee/s, the Promoter shall not be responsible for any defects occurring due to the same.

That the Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all

|    |                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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|    |                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the Shops and the common Project amenities wherever applicable.</p> <p>That the Allottee has been made aware and that the Allottee expressly agrees that the regular wear and tear of the Showroom/office/shop/ building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 degree Celsius and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.</p> <p>It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the Showroom/office/shop and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.</p> |
| 8. | Additional Clause                                                                        | <p>9</p> <p>9. Extra- The Allottee has agreed that the terraces/ area open to the sky in the building exclusively owned and belonged to the Promoter and Promoter are entitled to use the said spaces for Rooftop restaurant/ Play area/ Banquet Hall which can be sold and convey to any third party. The Promoter has annexed the plan with this agreement showing the spaces which will exclusive belong to the Promoter.</p> | <p><b>Inserted an additional clause in the Saffron Agreement numbered as '9' stating</b> "The Allottee has agreed that the terraces/ area open to the sky in the building exclusively owned and belonged to the Promoter and Promoter are entitled to use the said spaces for Rooftop restaurant/ Play area/ Banquet Hall which can be sold and convey to any third party. The Promoter has annexed the plan with this agreement showing the spaces which will exclusive belong to the Promoter."</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 9. | 9. The Allottee along with other allottee(s) of Apartments in the building shall join in | <p>10</p> <p>10.1 The Promoter shall, within three months of registration of the Society or Association as per Deed of</p>                                                                                                                                                                                                                                                                                                       | <p>Added the words "as per Deed of Declaration or Condominium"</p> <p>In Clause 10.1 added the word "after completion of said project".</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |