



Date: 27.01.2024

To,  
MahaRERA  
Housefine Bhavan, Near RBI,  
Plot No.C-21, E Block, Bandra Kurla Complex,  
Bandra (East), Mumbai 400 051.

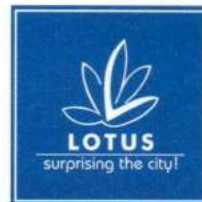
SUB.: Deviation Report with respect to model form of Agreement for Sale for obtaining RERA registration certificate for the project "[ ]" situated on land bearing plot no. 2 being part of original plot no. 11 in the layout of Navyug Co-operative Housing Society Limited, admeasuring 702.30 square meters or thereabouts (as per the Property Register Card) and bearing corresponding CTS No. 305 of Village Vile Parle (West), Taluka Andheri, Mumbai Suburban District and lying, being and situate at N. S. Road no. 5, Juhu Vile Parle Development (JVPD) Scheme, Vile Parle (West), Mumbai 400056.

We, Lotus Ventures LLP /Promoter of real estate project to be carried out on land bearing plot no. 2 being part of original plot no. 11 in the layout of Navyug Co-operative Housing Society Limited, admeasuring 702.30 square meters or thereabouts (as per the Property Register Card) and bearing corresponding CTS No. 305 of Village Vile Parle (West), Taluka Andheri, Mumbai Suburban District and lying, being and situate at N. S. Road no. 5, Juhu Vile Parle Development (JVPD) Scheme, Vile Parle (West), Mumbai 400056 ("**the said Project**"), hereby declare that the below mentioned clauses in the draft Agreement for Sale uploaded by us with respect to the Units in the said Project are an additional clauses in the model draft Agreement of Sale under MahaRERA Act & Rules and highlighted in yellow colour in the draft uploaded by us.

These Clauses are:- Clause Nos. 4, 8.3, 10, 12, 13, 14, 19.12, 20.1, 20.4 and 28 and Annexure 'J', more particularly described as under :



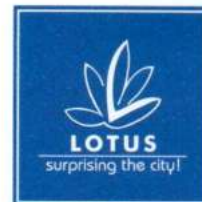
**LOTUS VENTURES LLP**



| Sr.<br>No. | Additional Clauses in Agreement for Sale                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.         | <p data-bbox="451 439 1356 485"><b>4. DEFAULT OR FAILURE IN PAYMENT OF PURCHASE PRICE:</b></p> <p data-bbox="451 501 1491 576">Notwithstanding anything to the contrary contained in this Agreement, it is specifically agreed that:</p> <p data-bbox="451 607 1491 1288">4.1 The time for making payments of the installments as mentioned in <u>Annexure 'J'</u> and of the other amounts as mentioned in this Agreement is strictly of the essence of this contract and any delay by the Purchaser/s in making the said payment/s shall forthwith render this Agreement voidable at the sole and exclusive option of the Developer without any further act and/or reference and/or recourse to the Purchaser/s and in the event of the Developer so treating this Agreement void, the Developer shall be entitled to forfeit 10% (Ten Percent) of the total Purchase Price (excluding any taxes or stamp duty, interest at the Agreed Interest Rate on delayed and unpaid installments or other amounts) from the amounts till then received by the Developer from the Purchaser/s; and thereupon the Developer shall also be free and entitled in its own right to deal with the said Unit and the Developer's rights therein, in any manner as the Developer in its sole discretion deems fit and proper, without any reference and/or payment whatsoever to the Purchaser/s; and without the requirement of obtaining any orders of declaration of termination from any Courts; and without the requirement of execution of any document or deed of cancellation.</p> <p data-bbox="451 1295 1491 1825">4.2 A termination letter issued by the Developer to the Purchaser/s regarding such termination shall effectively terminate this Agreement; and thereupon the Purchaser/s shall have no right, title, interest, share, claim or demand in to or upon the said Premises and/or any part thereof and/or otherwise against the Developer in any manner whatsoever and howsoever arising. The Purchaser/s hereby undertake/s with the Developer that in such an event of termination, the Purchaser/s shall forthwith handover the original registered set of this Agreement to the Developer. The refund pursuant to the termination as provided in Clause 4.1 shall be made by the Developer to the Purchaser/s (without any interest thereon) within 3 (three) months of the sale by the Developer of the said Unit to a third party or completion of the construction of the entire Proposed Building, whichever is earlier. The amount of refund in such an event shall further be subject to deduction of</p> |



## LOTUS VENTURES LLP



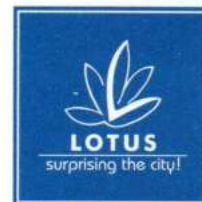
any taxes paid and other amounts expended by the Developer pursuant to this Agreement (including inter alia any brokerage charges paid by the Developer in pursuance of the transaction recorded in this Agreement); and other amounts payable by the Purchaser/s hereunder as may be payable up to the date of termination, as well as the costs incurred by the Developer in finding a new willing acquirer/transferee who may acquire the said Unit (including but not limited to brokerage charges as may be incurred by the Developer in that behalf). It is clarified that in the event if the Purchaser/s has/have obtained a housing finance or loan from any bank or financial institution by offering the rights of the Purchaser/s under this Agreement or the said Premises, then and in such an event, the refund pursuant to this Clause 4.2 shall be made by the Developer directly to the lender from whom the Purchaser/s may have obtained such housing finance or loan and balance amount, if any refundable, shall be paid by the Developer to the Purchaser/s.

4.3 The Purchaser/s hereby agree/s and undertake/s that he/she/they are not entitled to and shall not have any right, title, interest, share, claim, demand of any nature whatsoever and howsoever arising against the Developer/its transferee/s/allottee/s/nominee/s and/or otherwise in to upon the said Premises in such an event **PROVIDED HOWEVER THAT** the Developer shall not exercise the aforesaid right of termination unless and until the Purchaser/s committing 3 (three) defaults in making payments of the installments as mentioned in Annexure 'J' hereto **PROVIDED FURTHER THAT** a notice of 30 (Thirty) days demanding payment of the due installment is given to the Purchaser/s and even thereafter, the Purchaser/s fail to make payment of the relevant installment **PROVIDED FURTHER THAT** strictly without prejudice to the aforesaid, the Developer in its sole and absolute discretion may, instead of treating this Agreement void as aforesaid, permit the Purchaser/s to pay the said installments after their respective due dates but after charging interest thereon at the Agreed Interest Rate on such outstanding amounts (from the date such amount/s has/have become due to be paid by the Purchaser/s till the date of actual payment thereof).

4.4 In the event of any delayed payment being received by the Developer from the Purchaser/s, the Developer shall notwithstanding any instructions to the contrary by the Purchaser/s accompanying such payment, be entitled to appropriate the amount received first towards the interest receivable from the Purchaser/s in respect of the delayed payment and thereafter towards



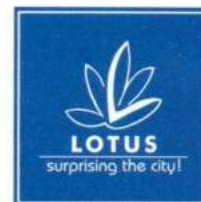
**LOTUS VENTURES LLP**



|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | the principal amount of the delayed payment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 2. | <p>8.3 It is further clarified that the Internal Fixtures are not manufactured or produced by the Developer and that the same are sourced from third party vendors/suppliers. Some of the Internal Fixtures may be acquired under warranties and others may not have any warranties and the Developer shall not be responsible to repair and/or replace the same. Accordingly, once possession of the said Unit with the Internal Fixtures is handed over by the Developer to the Purchaser/s, thereafter in case of to any operational issues or malfunctioning of the Internal Fixtures, the Purchaser/s shall not hold the Developer responsible and/or liable for repairs or replacement thereof; and the Purchaser/s shall make appropriate claims only against the supplier/manufacturer thereof, as per the terms of the respective warranties of the respective Internal Fixtures (if applicable). Accordingly, the defect liability obligation of the Developer as set out in the first proviso to Clause 19.6 hereof shall not be applicable to the Internal Fixtures and the same shall pertain only to the construction of the Proposed Building.</p>                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 3. | <p><b>10. PURCHASER/S' SATISFACTION ON TITLE:</b></p> <p>The Purchaser/s is/are aware that the Owners have acquired title to the said Land in the manner recited hereinabove; and the Developer has acquired the entitlement to redevelop to the said Land, in the manner as recited hereinabove; and the Purchaser/s hereby acknowledge/s that the Developer has made a full and true disclosure of the nature of its rights to put up construction of the Proposed Building on the said Land. The Purchaser/s has/have independently inspected and verified the title deeds and all papers and documents hereinabove recited and has/have fully satisfied himself/herself/ themselves about the title of the Owners to the said Land and the entitlement of the Developer to develop the said Land by construction of the Proposed Building and enter into these presents and the Purchaser/s shall not be entitled to further investigate the title of the Owners to the said Land or the entitlement of the Developer to undertake the development and construction of the same and/or be entitled to make any requisition or raise any objection with regard to any other matters relating thereto. The Purchaser/s has/have also taken inspection of the orders and approved plans, Letter of Intent, Intimation of Approval, Commencement Certificate and other approvals as are already issued by SRA and other relevant documents and papers required to be furnished by a promoter/developer to a purchaser including the municipal assessment bills, city survey records, record</p> |



**LOTUS VENTURES LLP**



|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <p>of rights, property register cards and other documents mentioned in RERA, RERA Rules and to the extent as applicable under the provisions of MOFA and MOFA Rules; and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after inspecting and understanding the aforesaid documents and papers. The Purchaser/s has/have also read and understood the terms and conditions and the obligations as prescribed in the various approvals and sanctions obtained by the Developer and is/are aware and acknowledge/s that some of such conditions and/or obligations shall require compliance in continuity even after the development and construction of the Proposed Building is completed and after the management of the Proposed Building is handed over to the Proposed Association, as provided hereinafter, and the Purchaser/s has/have agreed to abide by and comply with such continuing conditions and obligations.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 4. | <p><b>12 INCIDENTAL RIGHTS OF THE DEVELOPER:</b></p> <p>12.1 The Developer has further informed the Purchaser/s and the Purchaser/s agree/s that the Developer retains the right to sell, transfer, assign in favour of any person/s and/or deal with <b>(a)</b> future rights in respect of the said Land; <b>(b)</b> the balance development potential/rights in respect of the said Land (i.e. after having utilized the FSI available for the construction of the Proposed Building and as per the plans already submitted and/or to be submitted by the Developer from time to time and as per the proposed total scheme of development and construction); <b>(c)</b> various rights that may accrue to and over the said Land in the future including additional development potential as recited above; and <b>(d)</b> the rights for advertising, signage and hoarding for advertising in the compound, common areas and facade of the said Land (the rights referred to in above are hereinafter collectively referred to as "<b>the Incidental Rights</b>"). The Incidental Rights include, without limitation, the right of use of the said Land as a receiving plot and/or to consume or fully exploit by utilising TDR and/or Development Rights Certificates and/or any type of FSI which the Developer and/or its nominee/s may be entitled to, from time to time, at the Developer's sole and absolute discretion. The Developer is also entitled from time to time to deal with and/or dispose of all or any of the Incidental Rights, by way of sale, assignment, lease, transfer, mortgage and/or in any other manner whatsoever as it may in its absolute discretion think fit and proper from time to time and at its entire discretion and convenience transfer such rights to any person/s. The Purchaser/s expressly consent/s and agree/s that the Purchaser/s shall not claim any</p> |



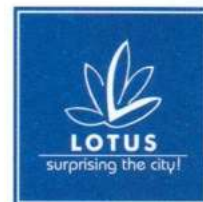
## LOTUS VENTURES LLP



|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <p>rebate or reduction in the Purchase Price in respect of the said Unit and/or any other benefit/right from the Developer and/or such persons, now and/or in future as a result of any development and construction that may be undertaken either by the Developer and/or its nominee/s and/or person/s.</p> <p>12.2 It is clarified that the entitlement of the Purchaser/s to the said Unit under this Agreement, shall be subject to the Incidental Rights that are retained by the Developer as specified in this Clause 12.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 5. | <p><b>13 RIGHTS OF THE DEVELOPER PURSUANT TO FORMATION OF THE PROPOSED ASSOCIATION:</b></p> <p>In the event of the Proposed Association being formed before the sale and disposal by the Developer of all the premises/units in the Proposed Building, the same shall not in any manner affect the rights of the Developer to the Incidental Rights and/or the rights of the Developer to sell/dispose off/transfer/mortgage the unsold premises/units and the rights of the Developer in relation to the said Land as well as any premises in the Proposed Building (whether sold or agreed to be sold or not) wherein or in respect whereof, the Developer may be claiming any rights and/or entitlements including inter alia an entitlement to receive any amounts from the Purchaser/s thereof (which constitutes a first charge and lien of the Developer on such premises) and the powers and the authority of the Proposed Association shall be subject to the overall authority and control of the Developer, in respect of all the matters concerning the Proposed Building and in particular, the Developer shall have sole, exclusive and absolute authority and control as regards the unsold premises and the disposal thereof as in respect of any premises in the Proposed Building, wherein or in respect whereof, the Developer may be claiming any rights and/or entitlements including inter alia an entitlement to receive any amounts from the Purchaser/s thereof (which constitutes a first charge and lien of the Developer on such premises), <b>PROVIDED ALWAYS THAT</b> the Purchaser/s hereby agree/s and confirm/s that in the event of the Proposed Association being formed earlier than the Developer dealing with or disposing of all the premises constructed in the Proposed Building, then and in such an event at the discretion of the Developer, the Developer itself or any allottee or transferee of the Developer in respect of any premises or nominee of the Developer shall be admitted to the membership of the Proposed Association, without payment of any premium or any additional charges save and except an amount of Rs. 800/- (Rupees Eight Hundred Only) per square foot of the area of the premises/unsold units and such allottee/transferee shall not</p> |



## LOTUS VENTURES LLP



be discriminated or treated prejudicially by the Purchaser/s or the Proposed Association, as the case may be. It is further clarified that in the event if the Developer is admitted (at the option of the Developer) as a member of the Proposed Association as aforesaid in respect of the unsold units, the rights of the Developer shall be freely transferable without payment of any amounts or premium for the same and notwithstanding any provision in the bye-laws or charter or constitution documents of the Proposed Association to the contrary. The Purchaser/s shall ensure that Proposed Association shall not permit any transfers of premises or shares of any member, in respect of which the Developer has reasonably called upon the Proposed Association not to permit transfers and any permissions so granted by the Proposed Association shall be void, without any authority and non-est.

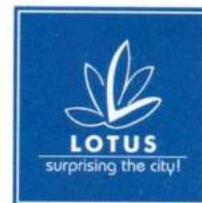
6. **14 NO OBJECTION OF THE PURCHASER/S:**

It is expressly agreed by and between the Parties as follows:

- 14.1 As aforesaid, the Developer shall be constructing the Proposed Building and additional structures/wings/floors therein as stated above on the said Land; and the Purchaser/s is/are not entitled to and shall not object to such construction for any reasons whatsoever and howsoever arising, at any time hereafter. The Purchaser/s is/are aware that the total height of the Proposed Building as presently proposed by the Developer is [ ] levels of basement plus ground/stilt plus [ ] levels of podium plus [ ] ([ ]) upper habitable floors and that the same is subject to approvals being granted to the Developer for such construction.
- 14.2 It is further agreed that save and except the aforesaid terrace over the top most floor in the Proposed Building, the Developer is entitled to sell or allot on an exclusive basis, the terrace/s or pocket terrace/s or extended balcony/ies, which may be abutting the premises in the Proposed Building for the exclusive use of the purchaser/s of such premises. Further the Developer may at its sole and absolute discretion, grant license for exclusive use or maintenance in respect of the terraces to the purchaser/occupant of the premises that is abutting the terrace. The terrace shall not be enclosed by such purchaser/occupant without the permission in writing obtained from SRA and MCGM and other concerned authorities and the Developer. The Purchaser/s hereby give his/her/their no-objection to such rights retained by the Developer for such terraces and the Purchaser/s shall not object thereto



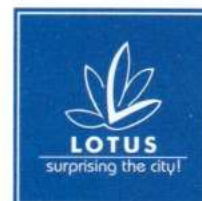
**LOTUS VENTURES LLP**



|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <p>and/or claim any such terraces and/or any part thereof as common areas and/or have/make any other claim in respect of such terraces against the Developer and/or its nominee/s/ allottee/s /transferee/s/ licensee/s.</p> <p>14.3 As recited above, it is reasonably expected by the Developer that the FSI for consumption on the said Land shall be increased, from what is presently approved and thereby the Developer will be able to construct further floors as a part of the Proposed Building, in addition to the presently approved and presently envisaged floors, as recited above.</p> <p>14.4 The Purchaser/s confirm/s that the Purchaser/s have no objection and shall not raise any objection to the Developer putting up additional construction on the said Land by increasing the number of floors in the Proposed Building as such or by construction of additional wings and/or structures on the said Land.</p> <p>14.5 The Developer shall have full power and absolute authority, if so permitted by the concerned authorities, to make additions to and/or construct additional building/s or structure/s or wing/s on the said Land and/or additional floor/s in the Proposed Building including <i>inter alia</i> as stated herein above and such additional building/s/structure/s/wing/s/floor/s shall be the sole, exclusive and absolute property of the Developer. The Developer shall be entitled to dispose off such additional building/s/structure/s/wing/s/floor/s in such manner as the Developer may deem fit and proper in its sole and absolute discretion. The Developer shall be entitled to amend/alter/modify the layout plan of the said Land as also construct additional building/s/structure/s/wing/s/floor/s on the said Land or any portion or portions thereof and the Developer shall be entitled to dispose off the premises in such additional building/s/structure/s/wing/s/floor/s as the Developer may deem fit and proper in its sole and absolute discretion. The Purchaser/s is/are not entitled to object thereto and shall not object thereto. This Clause 14 shall operate as and shall be deemed to be the consent of the Purchaser/s in accordance with the provisions of RERA, the RERA Rules, MOFA and the MOFA Rules; and in particular Section 14 of RERA and Section 7A of MOFA.</p> |
| 7. | <p>19.12 The Purchaser/s hereby also agree and undertake that prior to commencing any fit out or interior works in the said Unit, the Purchaser/s shall for the due adherence and performance with the terms and conditions of any guidelines as may be prescribed by the Developer for fit outs, keep deposited with the Developer</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |



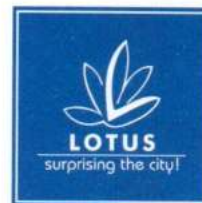
## LOTUS VENTURES LLP



|    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    | <p>a sum of Rs. [ ]/- (Rupees [ ] Only), as a security deposit; and which amount shall be refunded without any interest by the Developer to the Purchaser/s on completion of the fit out works. In the event if the Purchaser/s commit/s any breach/es of the terms and conditions of the fit-out guidelines or conditions or cause/s any damage or nuisance to the Proposed Building or any common areas therein or in any adjoining of the said Unit, then and in any such event, the Developer shall be entitled to adjust or deduct any expenses incurred or likely to be incurred by the Developer from such security deposit for setting right such breach or rectifying such damage or nuisance caused. The Purchaser/s shall not dispute any adjustment or deduction from the security deposit on any ground whatsoever and howsoever arising. The said amount of security deposit shall be refunded by the Developer to the Purchaser/s without any interest thereon only upon completion of the entire fit-out or interior works in the said Unit by the Purchaser/s.</p> |
| 8. | <p>20.1 The Purchaser/s shall, at the time of taking possession of the said Unit or within a period of 7 (seven) days from being offered possession of the said Unit (whether or not the Purchaser/s has/have taken possession of the said Unit or not), whichever is earlier, pay to the Developer, the following amounts:</p> <p>20.1.1 A sum of Rs. [ ] (Rupees [ ] Only) towards entrance fee and other charges for formation of the Proposed Association within a period of 7 (Seven) days from the date of notice and in any event before possession of the said Unit is handed over to the Purchaser/s;</p> <p>20.1.2 Deposit a sum of Rs. [ ]/- (Rupees [ ] Only) towards provisional estimated maintenance charges for 18 (Eighteen) months in advance.</p>                                                                                                                                                                                                                                                                                                                |
| 9. | <p>20.4 The Purchaser/s is/are aware that after the possession of the said Unit is offered to the Purchaser/s and after he/she/they is/are admitted as member/s to the Proposed Association, it may take at least 18 (Eighteen) months for the Proposed Association to work out and inform each of the premises' occupants in the Proposed Building about the exact break-up of the maintenance charges payable by him/her/them. Therefore, during such a period, the Proposed Association is likely draw up ad-hoc bills towards maintenance. Also, pending the formation of the Proposed Association, the Developer shall be entitled (without being obliged) in its discretion to appoint an ad-hoc management committee from</p>                                                                                                                                                                                                                                                                                                                                                |



## LOTUS VENTURES LLP



|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | <p>amongst the premises acquirers in the Proposed Building and confer such authority on such ad-hoc management committee for management of the Proposed Building, as the Developer may in its discretion be deem fit. The Purchaser/s agree/s that he/she/they shall not raise any objection for payment of such ad-hoc bills and would allow the Proposed Association a time period of approximately 18 (Eighteen) months or more from the date of he/she/they is/are admitted as member/s of the Proposed Association, to enable the Proposed Association to work out the exact details of the maintenance charges payable by him/her/them.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 10. | <p><b>28 COMPLIANCE OF FOREIGN EXCHANGE AND REMITTANCE LAWS</b></p> <p>28.1 The Purchaser/s, if resident/s outside India, shall be solely responsible for compliances relating to the necessary formalities laid down in the Foreign Exchange Management Act, 1999 (hereinafter referred to as "<b>FEMA</b>"), the rules and regulations of the Reserve Bank of India ("<b>RBI</b>") and all other applicable laws, rules and regulations made with regard to purchase of immoveable property/flats/premises by person/s resident outside India and any statutory amendment(s), modification(s) thereof and all other applicable laws including that of remittance of payment/acquisition/sale/transfer of immovable properties in India etc.; and shall provide to the Developer with such permissions, approvals which would enable the Developer to fulfill its obligations under this Agreement.</p> <p>28.2 The Purchaser/s understand/s and agree/s that in event of failure on the part of the Purchaser/s to comply with the obligations of the Purchaser set out in this Clause 28 hereof or failure to comply with the aforesaid applicable laws, rules, regulations, or guidelines issued by the RBI or other concerned authorities, the Purchaser/s shall be solely liable for any action under the FEMA or any of the aforementioned laws, rules, regulations, guidelines, etc. The Purchaser/s agree/s to keep the Developer fully indemnified and harmless in this regard and agree/s that the Developer shall accept no responsibility for the same.</p> <p>28.3 The Purchaser/s further undertake/s to intimate the Developer in writing about any change in the residential status of the Purchaser/s subsequent upon signing of this Agreement; and to comply with the necessary formalities if any under the prevailing applicable laws.</p> <p>28.4 It is hereby agreed between the Parties that the Developer shall not under any circumstances be held responsible towards any third-party making payment/remittances on behalf of any Purchaser/s of the said Unit applied</p> |



## LOTUS VENTURES LLP



for in any way.

11.

**ANNEXURE 'J'**

**DETAILS OF PURCHASE PRICE AND INSTALLMENTS OF PURCHASE PRICE**

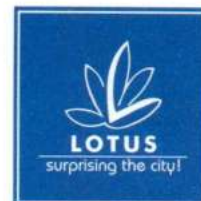
The Purchase Price payable by the Purchaser/s to the Developer in respect of the said Unit shall be Rs. [ ]/- (Rupees [ ] Only).

The said consideration/Purchase Price of Rs. [ ]/- (Rupees [ ] Only) shall be paid by the Purchaser/s to the Developer in the following manner:

| Sr. No. | Payments to be made in the following manner                                                                                                                                      | Percentage of Amount to be paid |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| 1       | Earnest Money Deposit paid by the Purchaser/s to the Developer on or before the execution hereof (the payment and receipt whereof the Developer hereby admits and acknowledges). |                                 |
| 2       | Simultaneously against the execution hereof.                                                                                                                                     | 10%                             |
| 3       | On or before casting of plinth.                                                                                                                                                  | 25%                             |
| 4       | On or before completion of 1 <sup>st</sup> Slab.                                                                                                                                 | 4.5%                            |



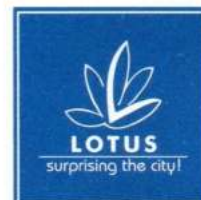
**LOTUS VENTURES LLP**



|    |                                                                                                                                                                              |      |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| 5  | On or before completion of 2 <sup>nd</sup> Slab.                                                                                                                             | 3.5% |
| 6  | On or before completion of 3 <sup>rd</sup> Slab.                                                                                                                             | 3.5% |
| 7  | On or before completion of 4 <sup>th</sup> Slab.                                                                                                                             | 3.5% |
| 8  | On or before completion of 5 <sup>th</sup> Slab.                                                                                                                             | 3.5% |
| 9  | On or before completion of 6 <sup>th</sup> Slab.                                                                                                                             | 3.5% |
| 10 | On or before completion of 7 <sup>th</sup> Slab.                                                                                                                             | 3.5% |
| 11 | On or before completion of 8 <sup>th</sup> Slab.                                                                                                                             | 3.5% |
| 12 | On or before completion of 9 <sup>th</sup> Slab.                                                                                                                             | 3.5% |
| 13 | On or before completion of 10 <sup>th</sup> Slab.                                                                                                                            | 3.5% |
| 14 | On or before completion of 11 <sup>th</sup> Slab.                                                                                                                            | 3.5% |
| 15 | On or before completion of 12 <sup>th</sup> Slab.                                                                                                                            | 3.5% |
| 16 | On or before completion of 13 <sup>th</sup> Slab.                                                                                                                            | 3.5% |
| 17 | On or before completion of top slab of the building.                                                                                                                         | 3.5% |
| 18 | On or before completion of Internal Plaster of the said unit.                                                                                                                | 12%  |
| 19 | Within 7 (Seven) days of the Developer offering to put the Purchaser/s in possession of the said Unit or at the time of the Purchaser/s being permitted to carry out fit out | 3%   |



## LOTUS VENTURES LLP



|  |                                              |             |  |
|--|----------------------------------------------|-------------|--|
|  | works in the sad Unit, whichever is earlier. |             |  |
|  | <b>TOTAL</b>                                 | <b>100%</b> |  |

Please note that apart from above additional clauses, there is **No Deviation in Agreement for Sale.**

Thanking you.  
For **Lotus Ventures LLP**

**Authorised Signatory**

*Atul Chandra*  


**LOTUS VENTURES LLP**