

# LEVERAGE SPACES LLP

FF/1/2/3 and 4th Floor, Girish Heights, LIC Square, Sadar, Nagpur-440001

**Date: 20<sup>th</sup> December 2023**

## **DEVIATION REPORT- AGREEMENT TO SALE**

**Project Name: Leverage Green Woods Unity-C Grand**

### **Project Details:**

**M/s Leverage Spaces LLP** having its office at FF/1/2/3 and 4<sup>th</sup> Floor, Girish Heights, LIC Square, Sadar, Nagpur-440001 having a Commercial Cum Residential Scheme called "**Leverage Green Woods Unity-C Grand**" Situated Kh No.152/1 Village Pipla, TAH: Nagpur (Rural) & District Nagpur 440034.

Boundaries: **Field Survey No.152/2** to the East, **Field Survey No.153** to the West, **Road** to the North & **Field Survey No.152/3** to the South.

**We, M/s Leverage Spaces LLP** through its Partner and Authorised Signatory **Shri Aditya S/o Umesh Gupta** hereby declare as Under.

1. That the Agreement to Sale prepared by us and uploaded on MAHARERA website, which would be issued to allottees is as per MODEL Draft Provided by Maha RERA Authorities under Maha RERA Rule 10(1) of the Rules.
2. That there is no deviation except as provided below in Agreement to Sale Draft uploaded on site and a draft provided by Maha RERA

### **Deviation Report Point Wise:**

#### **Modified Clauses:**

| <b>Clause No.as per Draft Agreement</b> | <b>Clause as mentioned in Draft Agreement</b>                                                                                                                                                                                    | <b>Clause as per RERA Draft</b> | <b>Clause mentioned in Draft of RERA</b>                                                                                                                       |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1.</b>                               | THAT, the aforesaid Project consists of 1 Multistoried Building, consisting of Basement, Ground Floor, and Twenty Floors. Basement shall be utilized for allotted Premium Parking. There are 2 Shops on the Ground Floor and the | <b>1.</b>                       | The Promoter shall construct the said building/s consisting of ..... basement and ground/ stilt, /..... podiums, and ..... upper floors on the project land in |

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|            | <p>balance area of the Ground Floor shall be utilized for Parking. The Upper Floors shall consists of 238 (Two Hundred and Thirty Eight) Apartments &amp; 2 (Two) Shops on the First Floor, to be constructed by the Vendor on the said Project Land in accordance with the plans, designs and specifications as approved by the Competent local authority from time to time. No person shall be entitled to use the Basement as storage for any purpose.</p>                                                                                                                                                                                                                         |            | <p>accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. 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</p>                            |
| <b>1.a</b> | <p>The Vendors hereby agree to sell and the Purchaser(s) agrees to purchase _____ on the _____ Floor of the Building Unity C GRAND together with undivided proportionate variable share of _____ out of the aforesaid Land totally admeasuring about 4,883.286 sq.mtrs within the Scheme Popularly known and styled as 'Leverage Greenwoods – Unity C Grand' under construction over all those piece and parcel of land bearing Khasara No. 152/1, P. H. No. 38, of Mouza Pipla, admeasuring 0.74 Hectares, situated at Mouza - Pipla, Tahsil Nagpur (Rural) District Nagpur and more particularly described in the schedules, hereunder written for a Total consideration of Rs.</p> | <b>1.A</b> | <p>(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter 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</p> |

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|  | <div><div></div><div>(Rupees</div><div></div><div>Only)</div><div>payable in the manner</div><div>hereinabove.</div></div> | <p>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).</p> <p>(ii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos _____ situated at _____ Basement and/or stilt and /or _____ podium being constructed in the layout for the consideration of Rs. _____/-</p> <p>(iii) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos _____ situated at _____</p> |
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|            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            | Basement and/or stilt and /or ____ podium being constructed in the layout for the consideration of Rs. /-.                                                                                                                                                                                                                                                   |
| <b>1.c</b> | The above mentioned total price/consideration excludes all taxes including GST (consisting of tax paid or payable by the Vendor by way of GST, and Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Vendor) up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Vendor all such Taxes & Insurance Premium as and when demanded and shall always keep the Vendor indemnified against the same. It is clarified that all future impost including stamp duty, registration and all other legal expenses as may be imposed by Statute or any law shall be payable by the Purchaser. | <b>1.d</b> | 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]. |
| <b>3.</b>  | The Vendor hereby declares that the Basic Floor Space Index available as per Sanction as on date in respect of the project land is 11,542.911 Square Meters, and Vendor has purchased Additional Floor Space Index of 3,148.067 sq. m. on payment of premium and has                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>3.</b>  | 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                                                                                                                                                                                                     |

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|            | <p>also purchased Ancillary FSI of 14,337.556 sq meters and has also utilised TDR to the extent of 9,079.079 sq meters as allowed in the Development Control Regulation. The Vendor has disclosed the total Floor Space Index of 38,107.613 sq. to be utilized by it. The said FSI has been utilized on Unity A, Unity B, 2 Duplex and Unity C Grand including Commercial Shops.</p> |            | <p>planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.</p> |
| <b>4.2</b> | <p>That the Purchaser(s) shall pay the aforesaid installments as stipulated hereinabove strictly on the stages as mentioned above to the Vendor only. It is</p>                                                                                                                                                                                                                      | <b>4.2</b> | <p>Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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specifically understood and agreed by the Purchaser(s) that the time so stipulated for payment of each installments is the ESSENCE OF CONTRACT and in the event of default in making delay in making the payments of 3 installments for more than a week consequently therefore this Agreement shall automatically stand terminated and cancelled ipso-facto on the Purchaser(s)'s failure to pay the above installments on due dates. It is specifically understood by the Purchaser(s) that no extension of time for the payment of any of the installments shall be granted to him/her by the Vendor. It is made clear that this agreement is only an offer and shall not be termed as a concluded contract till the Sale Deed is executed and no charge/mortgage whatsoever shall be binding on the Vendor till the entire amount under the agreement is paid within the stipulated period and/or possession is handed over. The right of assignment is also prohibited under the agreement unless consented by the Vendor. In the event of such termination/cancellation of this Agreement, the Vendor shall be at full liberty to sell the said Apartment together with the undivided share in the said land to any other intending buyer or retain the same with itself without any further intimation or notice to the purchaser. It is also made very clear that any delay in securing sanction of the Housing Loan if any applied by the Purchaser(s) shall not be a ground for non-payment of the installments on due date and

above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at

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|  | <p>this agreement would not be construed as a "secured asset" unless the terms are fully complied with. The sale deed is agreed to be executed and registered after full and final settlement of accounts with the Vendor. The Purchaser shall pay the remaining consideration at the time of possession irrespective of the fact that whether the Sale Deed is executed or not. The Vendor may at its option extend the time for payment however in such circumstances the Purchaser shall liable to pay interest at the rate stipulated by State Bank of India being highest Marginal Cost of Lending Rate plus two percent.</p> <p>Provided that, Vendor shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his/her intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches and/or to make payment of defaulted installments alongwith interest payable thereon, as mentioned by the Vendor within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall IPSOFACTO stand cancelled and terminated absolutely forever.</p> <p>Provided further that upon termination of this Agreement</p> |  | <p>the end of such notice period, promoter shall be entitled to terminate this Agreement.</p> <p>Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.</p> |
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|            | <p>as aforesaid, the Vendor shall refund to the Purchaser, subject to deduction of a sum of Rs. 1,00,000/- (Rupees One Lakh) Only plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Vendor.</p>                                                                                                                                                                                                                                                                                                     |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>7.1</b> | <p><b>7.1</b> Procedure for taking possession – The Vendor upon completing the construction; obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchaser as per the agreement, whichever is earlier shall offer in writing the possession of the Apartment to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Vendor shall give possession of the said Apartment to the Purchaser. The Vendor agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor or Association of Purchasers, as the</p> | <b>7.1</b> | <p><b>Procedure for taking possession -</b> The Promoter, upon obtaining the occupancy certificate from the competent authority and the payment made by the Allottee as per the agreement shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities,</p> |

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|            | case may be.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |            | documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter or association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 7 days of receiving the occupancy certificate of the Project.                                                                                                                                                                                                                                                     |
| <b>7.7</b> | <b>Failure of Purchaser to take Possession of Apartment:</b> Upon receiving a written intimation from the Vendor as per clause (7.1) the Purchaser shall take possession of the Apartment from the Vendor by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendor shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 and 7.2, such Purchaser shall continue to be liable to pay maintenance charges and all other charges, including taxes as applicable, to the Vendor or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association and Competent Authorities, which shall remain | <b>7.3</b> | <b>Failure of Allottee to take Possession of [Apartment/Plot]:</b> 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 provided in clause 8.1 such Allottee shall continue to be liable to pay maintenance charges as |

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|            | binding upon the Purchaser.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |            | applicable.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
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| <b>7.9</b> | <p>If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Vendor any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, except caused by normal wear and tear; then, wherever possible such defects shall be rectified by Vendor at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Vendor, compensation for such defect in the manner as provided under the Act. In case any defect found in the proprietary items used in construction of said Apartment, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Vendor shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects. It is further clarified that any fitting, electricals, doors, sanitary items which are not constructed by the Vendor and are purchased from outside</p> | <b>7.4</b> | <p>If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.</p> |

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sources and are only affixed the warranty/guarantee shall be claimed directly from the manufacturer and shall not exceed the period as assured by the Manufacturer. It is clarified that structural or any other defects shall not include painting of inside and outside walls, defects caused due to climatic conditions/rusting; passages, railings, grills, Windows, tiles (including scratches that may be caused by regular use) gardening, amusement for children, POP and other temporary fixtures if any provided in and outside the building. This also shall not include the defects caused by insects or termite infections within the premises as it is for the Purchaser to ensure anti-termite treatment at regular levels considering the climatic condition of the City.

Provided further that in case of any change or modification to the Specification are effected at the request of the Purchaser, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Purchaser has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Vendor shall not be liable for make good of the defect.

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| <b>13.</b> | Nothing contained in this Agreement is intended to be nor shall be construed as demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him subject to making timely payments and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned. That the right of the Purchaser(s) shall not exceed except to the right to refund of the purchase price without any interest in the event of any disagreement or dis-satisfaction expressed by the Purchaser(s) after deduction of Stamp Duty, maintenance payable if any and damages equivalent to 5% of the amount paid. | <b>16.</b> | Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Allottee shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the said structure of the building is transferred to the Society/Limited Company or other body and until the project land is transferred to the Apex Body /Federation as hereinbefore mentioned. |
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## Added Clauses

| Clause No.as per Our Draft Agreement | Actual Clause                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
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| 1.d                                  | The Purchaser does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Purchaser from the Sale Consideration payable to the Vendor and to credit the same in the appropriate account of Income Tax Department.                                                                                                                                                                                                                                                                                                                                                                                                 |
| 1.f                                  | THAT the Vendor shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser shall enter into any building contract in respect of Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchaser shall be void and shall not be binding upon the Vendor. The Architect/Interior whatsoever if any shall be appointed by the Purchaser only after handing over the possession strictly for carrying out the interiors without affecting the structure and exteriors of the building. The Vendor has not provided brick walls as such the Purchaser(s) shall not damage or cause any hole or use heavy drills so as to damage the structure, which may cause leakages in the building. |
| 1.g                                  | THAT during the period of building construction the Purchaser with Two days advance intimation to the Vendor, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site, however shall not disturb the working at the site in any manner whatsoever. That the right of inspection shall come to an end, once the work has proceeded to the further stage or 15 days beyond the completion of the said work.                                                                                                                                                                                                                                                                                                                                                                                               |
| 1.i                                  | The Purchaser do hereby authorizes the Vendor 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 Vendor may in its sole discretion deem fit and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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|     | the Purchaser undertakes not to object/demand/direct the Vendor to adjust her/his payments in any manner.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 1.j | The Vendor has provided Fire fighting equipment's in the building as well as within the flat premises. The installation and law requires renewal of N.O.C. from Fire Department as well as refilling of fire fighting equipment's. The Purchaser(s) shall ensure that they are kept in working condition at all times and the necessary renewals are obtained. That the Purchaser(s) shall not block any common amenities, including Fire Exit and Refuge areas and thus the Purchaser(s) are required to utilize the area allotted to them only for storage.                                       |
| 4.3 | That the Layout consists of Open Spaces and Amenity spaces. The road is common for the ingress and egress of the Scheme and the other adjoining Schemes of the Vendor and Group Companies. That the Purchaser(s) shall be legally entitled to pay maintenance payable from the date of possession for the maintenance of roads, common electric supply, sewerage, STP, Open Spaces and Common amenities spaces. The said amount is payable is tentative and the same shall be decided on actuals. The Maintenance is subject to enhancement irrespective of the same being prescribed in the D.O.D. |
| 4.4 | That the Club House facility is provided in the Adjoining Layout, and it is on Use and Pay Basis. The Purchaser(s) shall have no legal right over the said facility which may be abandoned by the Vendor at any point of time. The same shall be conferred upon the Purchaser(s) and other adjoining layout owners by way of Membership, which shall be at the discretion of the Vendor. Right to entry in the said Club house is reserved.                                                                                                                                                         |
| 4.5 | That the Vendors and their Group Companies are also the owners of adjoining lands on which other layouts and schemes are in process and as such the Roads of the layout shall be common for ingress and egress to the said layouts which shall not be obstructed in any circumstances.                                                                                                                                                                                                                                                                                                              |
| 4.6 | That the Vendors at it's discretion may club all the layouts together for the purpose of maintenance at it's own choice which shall not be opposed by the Purchaser(s).                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 7.2 | That the Purchaser(s) shall be entitled to pay common maintenance for the internal roads, Club house, common electricity, other common amenities and water arrangements if any, which shall be fixed depending on the area of the Apartment. The payment of the maintenance shall have a prior lien/charge over all the dues including the dues of the financial Institution/Bank and the same shall be carried forward to the assignee/purchaser if any if not paid by the present purchaser. The liability of making payment shall be that of the owner only.                                     |
| 7.5 | THAT the Vendor does hereby agree with the Purchaser that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of GST and all                                                                                                                                                                                                                                                                                                                                       |

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|     | other Taxes and Cess, that may be levied and payable at the time of Registration from Purchaser, the Vendor will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Apartment chosen by the Purchaser to the Vendor. That the undivided share enumerated in this Agreement is calculated on the tentative basis and shall be subject to change, which shall be correctly enumerated in the Sale Deed after the Vendor has availed and utilized the entire F.S.I.                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 7.6 | THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other Co-owners thereof. However, the Apartment chosen by Purchaser in the proposed multistoried building shall be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance. The proportionate undivided share shall vary in the event the FSI of the Building is enhanced by the Local Authority before completion of the Building.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 7.8 | THAT the Purchaser shall not cause any damages to the structural design of the building; such as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Apartment and not cause any damage to the structural portions. The Purchaser shall not damage the floor, remove the tiles and any water proofing material without intimation and consent of the Society to be formed. In the event of carrying any such work, the Purchaser shall get the water proofing done afresh so as to ensure that there are no leakages in the flat beneath the flat of the Purchaser. For such unauthorized acts, if done by the Purchaser, then in such event, Purchaser will be solely responsible for any consequences which may arise. The Purchaser shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby and on the parapet walls of the balcony. The Purchaser shall not be entitled to keep any animal/pet in the Apartment and./or shall not use the same for any commercial purposes including Clinic/Hospital or any other purposes including as a Guest House/Service Apartment; Likewise the Purchaser(s) shall permit the owners of the flats beneath them to inspect the leakages and permit repairs whatsoever that may have caused leakage |
| 8.2 | THAT it is understood by the Purchaser that the Vendor shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way. The Vendor shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Vendor. However it is clarified that the Purchaser shall not be entitled to display any board, sign or banner except the name plate outside his Flat/Apartment and his name on the common list if any provided by the Vendor at the entrance/lobby space.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 9.1 | That the Vendor has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act shall be                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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|              | executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchasers. Thus the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. The provisions of The Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser and her/his/their successors in title.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 9.2          | THAT the Purchaser agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Apartment Owners interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 9.3          | THAT the Vendors have made provisions for Podium on the first floor of the building as well as the shops, which shall be exclusively used by the purchasers of Unity C Grand only which is shown as a Terrace Garden in the DOD.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 11.iii       | The project land is proposed to be mortgaged with HDFC Ltd. or some other bank/F.I and the Vendor shall obtain the N.O.C. for the respective blocks before execution of sale deed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 11.ix        | The provisions of The Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 11.          | <ul style="list-style-type: none"><li>i. To make timely payments to the Vendor at all times in terms of the Agreement and not to obstruct the construction in any manner whatsoever.</li><li>ii. To carry out inspections at regular levels with due appointment of the Vendor and inform the defects if any to the Vendor failing which it shall be presumed that the Purchaser has waived his right to get the said defects cured after 15 days thereof and in the event of failure to do so, it shall be presumed that the Purchaser has waived its right.</li><li>iii. Has consented for modifications beneficial for the use of the Apartments and areas thereto without affecting the area of the Apartment sold exceeding 3% of the carpet area.</li><li>iv. To pay proportionately for the additional carpet area if any and also vice versa.</li></ul> <p>Vi) The Purchaser hereby specifically agrees with the Vendor that even after taking over the actual possession of the Apartment chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Vendor in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.</p> |
| 13,14 and 15 | 13.Nothing contained in this Agreement is intended to be nor shall be construed as demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him subject to making timely payments and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Vendor until the management of the said Building maintenance is                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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|  | <p>handed over to the Association of Apartment Owners as hereinbefore mentioned. That the right of the Purchaser(s) shall not exceed except to the right to refund of the purchase price without any interest in the event of any disagreement or dis-satisfaction expressed by the Purchaser(s) after deduction of Stamp Duty, maintenance payable if any and damages equivalent to 5% of the amount paid.</p> <p>14. THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchaser, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.</p> <p>15. After the Vendor has already expressed it's desire to mortgage or create a charge on the Buildings for the purpose of construction. Such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Apartment and the Vendor shall ensure the N.O.C. from the F.I./Bank before executing the Sale Deed. However similarly the Right of the Vendor shall not be affected in the event of default committed by the Purchaser and this shall not dilute the right of the Vendor to cancel the Agreement in the event of breach of the terms.</p> |
|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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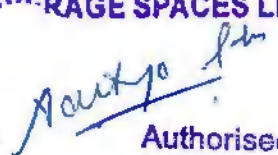
| Clause No.as per Our Draft Agreement | Deleted Clause                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.b                                  | The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. _____/-                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 10.                                  | <p>The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :-</p> <p>(i) Rs. .... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.</p> <p>(ii) Rs. .... for formation and registration of the Society or Limited Company/Federation/ Apex body.</p> <p>(iii) Rs. .... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body</p> <p>(iv) Rs. ....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body.</p> <p>(v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &amp;</p> <p>(vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout</p> |
| 11.                                  | The Allottee shall pay to the Promoter a sum of Rs. .... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 12.                                  | At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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|        | Allottees' share of stamp duty and registration charges payable, by the said Society or Limited Company on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.                                  |
| 14.iii | To carry out at his own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. |

For Leverage Spaces LLP,  
LEVERAGE SPACES LLP



Authorised Sign.

Shri Aditya S/o Umesh Gupta

(Partner and Authorised Signatory)

