

Date: 11.01.2023

DEVIATION REPORT WITH RESPECT TO AGREEMENT TO SALE

I, **MR. VIJAYKUMAR GOPIRAM RAMNANI** Partner of **M/S. GURUKRUPA CONSTRUCTIONS**, having its office at: HB 17 – 8, Opposite Shani Mandir, Pimpri, Haveli, Pune 411017 promoter of the proposed project **RADHIKA CO-OPERATIVE HOUSING SOCIETY LTD.** at Plot Nos. 321 & 322, out of CTS No. 1399, 1399/1 to 6, Village Pimpri Waghere, Haveli, Pune do hereby declare that, there is following deviation from Agreement to Sale provided by MahaRERA as per Order No. 30/2022 dated 03.06.2022 & Revised Order No. 31/2022 dated 01.07.2022, in the following manner:

1. Following Points are edited by the Promoter in comparison of Model Format of Agreement to Sale and edited points are highlighted in Yellow colour:

Sr. No.	Point No.	Changed Point (Marked in Yellow)
1.	3	3.2 The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties.
2.	4	<p>4.5 Payment of any instalment, if made in advance, shall be adjusted to the instalments as mentioned herein above. No interest shall be paid by the Promoter for such advance payments made by the Allottee(s) or Housing Finance Companies/Banks, etc., as the aforesaid total agreed consideration is arrived considering the fact that the Allottee(s) has/have accepted the aforesaid stages of payment.</p> <p>4.6 The Allottee(s) herein shall pay the aforesaid amount on the due date or within seven days from the Promoter giving the written intimation to the Allottee(s) calling upon the Allottee(s) to make the payment.</p> <p>4.7 The Allottee(s) agree(s) not to question or challenge the said discounted consideration, the same been agreed on lump-sum basis after considering all aspects and other terms of the agreement.</p> <p>4.8 The deduction of amount made by the Allottee(s) on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged/ credited by the Promoter, only upon Allottee(s) submitting original TDS certificate and the amount mentioned in the certificate is reflected on the Income Tax Department website. Provided further that at the time of handing over the possession of the flat, if any such certificate is not produced, the Allottee(s) shall pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee(s) producing such certificate within 4 months of the possession. Provided further that in case the Allottee(s) fails to produce such certificate within the stipulated period of 4 months, the Promoter shall be entitled to appropriate the said deposit against the receivable from the Allottee(s).</p>
3.	8	8.1 The Promoter has made full and true disclosure to the Allottee(s) of the title of the said land as well as the encumbrances and litigations, presently known to the Promoter. The Promoter has also disclosed to the Allottee(s) nature of its right, title and interest to construct building(s) and to develop the said land. The Promoter has also given inspection of all the relevant documents as specified under RERA and MOFA.



		<p>The Allottee(s) having acquainted with all the facts and rights of the Promoter pertaining to the said land has entered into this Agreement.</p> <p>8.5 The Promoter herein had also requested the Allottee(s) to carry out the search and to investigate the title of the said land. The Allottee(s) hereinafter has/have investigated the title of the Promoter to the said land and after being completely satisfied has/have entered into the present Agreement. The Allottee(s) henceforth shall not be entitled to challenge or question the title and the right/authority of the Promoter in respect of the said land and to enter into this agreement.</p>
4.	15	<p>15.2 The word defect herein above stated shall not mean defects caused by normal wear and tear, negligent use of the said flat or the building(s) by the Allottee(s), abnormal fluctuations in the temperatures, abnormally heavy rains, damages from natural calamity, defect caused due to any unauthorized change made by the Allottee(s) in the flat and/or building and/or is due to any factor beyond the reasonable control of the Promoter etc. If there is any damage to electrical equipment due to voltage fluctuations or due to any reason beyond the control of the Promoter then, the rectification of the same shall be done either through maintenance amount or through the individual account of the Allottee(s) as the case maybe.</p> <p>15.3 It is clarified and agreed between the parties that normal wear and tear includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect.</p> <p>15.4 The Allottee(s) shall not carry out alterations of whatsoever nature in the said flat or in the fittings therein, in particular, it is hereby agreed that the Allottee(s) shall not make any alterations in any of the fittings, pipes, water supply connections or any of the erection (including Flooring/Dado) in the Toilets/Kitchen as this may result in seepage of the water. If any of such work is carried out without the written consent of the Promoter, the defect liability shall become void.</p> <p>15.5 It is further clarified and agreed between the parties that where the manufacturer warranty ends before the defects liability period and such warranties are covered under the maintenance of the said flat/ building(s), and if the annual maintenance contracts are not done/ renewed by the Allottee/s or the Ultimate Organization, the Promoter shall not be responsible for any defects occurring due to the same.</p> <p>15.6 It is expressly agreed that before any liability of defect is claimed by or on behalf of the Allottee(s), it shall be necessary to appoint an expert who shall be nominated surveyor to survey and assess the same and shall then submit a report to state the defects in materials used and, in the workmanship, executed keeping in mind the aforesaid agreed clauses of this agreement.</p>
5.	19	<p>19.2 The Promoter shall be entitled to float, utilize and transfer the excess, additional, increased, unutilized and/or balance TDR and/or FSI of the said land to any other land and visa-versa.</p> <p>19.3 Notwithstanding anything contained in this Agreement the Promoter shall be entitled to utilize any balance and/or additional FSI and/or TDR/land potential for construction of new building/s or extension of the present building/s on any open area and/or on terraces above the present building/s, either prior to or after completion of building/s and even after conveyance of the said land. The Promoter shall also be entitled to transfer or assign the said right/s to any other person. The said land and/or building/s shall be conveyed subject to the rights, always being with the Promoter.</p>

		19.4 In case the land or any portion of the said land is acquired by any authority before execution of the conveyance, then the Promoter alone shall be entitled to take compensation for the same or get FSI/TDR in lieu of compensation.
6.	22	22.2 In the event the administration of the property is handed over to the ultimate organization before the sale and disposal of all the units in the building(s) all the powers, authorities and rights of the Allottee(s) herein shall be always subject to the Promoter's overall right to sell unsold flats and all other rights thereon it is specifically agreed between the parties hereto that for the unsold flats the Promoter herein shall and will not be liable or required to contribute towards the common expenses or maintenance charge or any amount under any head towards the share in the common expenses in respect of the unsold tenements nor will be Promoter or the new incoming Allottee(s) be liable and required to pay any transfer charges, premium, etc.
7.	27	<p>27.2 The Allottee(s) hereby consent(s) and authorize(s) the Promoter for raising any finance by way of mortgage on the said land or project or any portion thereof, as and when deemed necessary by the Promoter.</p> <p>27.3 The Allottee(s) may obtain finance from any bank/financial institution or any other source for purchase of the flat, but the Allottee(s) obligation to purchase the flat pursuant to this Agreement shall not be contingent on the Allottee(s) ability or competency to obtain such finance and the Allottee(s) will remain bound by the terms of this Agreement. The Allottee(s) hereby agree(s) that in case he has availed of any loan facility for the purchase of flat, then in case of execution and registration of Apartment Deed in respect of the flat, the original Apartment Deed shall be received by the Promoter on behalf of the Allottee(s) from the registration office directly and shall be deposited with the concerned lending institution to create equitable mortgage on the flat in accordance with the terms of grant of the loan.</p>

2. Following points are newly added by the promoter in comparison of Model format of Agreement to Sale and newly added points are highlighted in Yellow colour:

Sr. No.	Point No.	Sub Point No.
1.	1	1.1 to 1.12
2.	2	2.1 to 2.10
3.	5	-
4.	6	6.1 to 6.3
5.	7	7.1 to 7.3
6.	14	14.1 to 14.19
7.	16	16.1 to 16.7
8.	17	17.1 to 17.6
9.	18	18.1
10.	21	21.1 to 21.4
11.	25	25.1 to 25.15
12.	26	-
13.	40	40.1 to 40.7

Date: 11.01.2023

For


M/S. GURUKRUPA CONSTRUCTIONS
 Through its Partner
MR. VIJAYKUMAR GOPIRAM RAMNANI