

Date: 17th September, 2022

To,
Respected Maha RERA Authority,
Mumbai.

Subject: Deviation Report regarding Agreement for Sale

Respected Sir/ Madam,

I, Mr. Amol Ajit Ravetkar (proprietor of M/s Ravetkar Builders and Developers) do hereby solemnly declare that the agreement for sale of our project '**SWARGANDHA**' having its address at FP No 448, CTS No 1060/1, Gokhale Road, Village Bhamburda, Shivaji Nagar, Haveli Pune 411016 is in line with Annexure 'A' Rule 10(1) (Model Form of agreement) as prescribed by Maharashtra Real Estate (Regulation and Development)(Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017.

Following are the deviations from the Agreement for Sale as prescribed by the relevant Maha RERA Rules and our format of Agreement for Sale of the said project '**SWARGANDHA**'

1) Deviation 1: Page No. 2

Deviation Nature: Addition

Clause:

The Owners and the members state that:

The Party of the First is interested and has finalized to grant development rights of the properties bearing **FP. No. 448, CTS. No. 1060/1, Gokhale Road, Bhamburda, Shivaji Nagar, Pune – 4110016** admeasuring an area of, as per Property Card it is 7351.81 Sq.Ft. i.e. **1055.19 sq. mtrs**, situated at **Gokhale Road, Bhamburda, Shivaji Nagar, Pune City, District Pune**, within the limits of Pune Municipal Corporation, described in Schedule written hereunder, which properties are hereinafter collectively called and referred to as "the said property/plot".

WHEREAS, the property described in the schedule I hereunder bearing survey No FP. No. 448, CTS. No. 1060/1, Gokhale Road, Bhamburda, Shivaji Nagar, Pune – 4110016 was purchased by Shri. Bhikubin Kedari Bahirat by sale deed dated 22nd April 1911 and he came to own and possess the said land.





2) Deviation 2: Page No. 3

Deviation Nature: Addition

Clause:

AND WHEREAS, the said Shri Bahirat died some 75 years ago leaving wife Rajubai and four daughters:

AND WHEREAS, the legal heir and wife of the late Shri Bahirat, the said Smt. Rajubai became the sole owner of the said property and the same was recorded in the land records of the State Government;

AND WHEREAS, the said Smt. Rajubai died on 03.12.1969 , leaving a will dated 21.11.1965, registered with the Sub-Registrar Haveli, No. 1 under Registration No. 2761 of 21.11.1965;

AND WHEREAS, the said will provided that the three daughters of the said late Smt. Rajubai Bahirat namely (1) Smt. Kondabai Bapurao Sakore, (2) Smt. Yamunabai Chhabuji Dhankude and (3) Smt. Sonabai Damu Kunjir would receive and succeed to 1/3 undivided share of the said property;

AND WHEREAS, the said Smt. Sonabai Damu Kunjir died on 30.03.1971 leaving a will dated 18.03.1971, registered with the Sub-Registrar Haveli, No. II under Registration No. 638 of 18.03.1971, disposing of the 1/3 share of the property willed to her by her mother , in equal proportionate to her sisters aforesaid ;

AND WHEREAS, the said Smt. Kondabai Bapurao Sakore and Smt. Yamunabai Chhabuji Dhankude thus came to own and possess jointly in equal proportions the property described in the Schedule I hereunder written;

AND WHEREAS, the eldest daughter of the late Smt. Bahirat , Smt. Sakhubai Kondiba Kand filled a suit for partition of the said property against the said Smt. Kondabai Bapurao Sakore and Smt. Yamunabai Chhabuji Dhankude in the civil court, Pune Under Special suit No. 200/70 renembered RCS No. 1190/1974;

AND WHEREAS, the said suit was compromised between the perties and the entire property described in the Schedule I hereunder was declared to be the property of Smt. Kondabai Bapurao Sakore and Smt.

Yamunabai Chhabuji Dhankude aforesaid and the said Smt. Sakhubai Kondiba Kand declared that she had no right whatsoever in the said property;

AND WHEREAS, the party of the First part entered in to an agreement dated 16.01.1975 for purchase of the said land with the owners i.e. Smt. Kondabai Bapurao Sakore and Smt. Yamunabai Chhabuji Dhankude.

3) Deviation 3: Page No. 4

Deviation Nature: Addition

Clause:

AND WHEREAS on assurance of the said owners Smt. Kondabai Bapurao Sakore and Smt. Yamunabai Chhabuji Dhankude that they have the absolute authority to dispose of the said property and that the said property is free from all encumbrances;

AND WHEREAS as agree between the owners and party of the First part that the owners would execute a sale deed in favor of any one whom the said Party of First part would nominate or direct;

AND WHEREAS the party of the first part through its Chairman and Secretary Shri A. M. Pimputkar and Shri. J. N. Karkare respectively agreed to purchase the property described in the Schedule I hereunder;

AND WHEREAS the Sale Deed is executed Between Party of the first part i.e. Swaragandha (Canara Bank Employee) Co-operative Housing Society Lt. a Society Registered Under Co-operative Societies Act. 1960 under Registration No. PNA/HSG/1162/75 dated 31.10.1975 through its Chairman and Secretary Shri A. M. Pimputkar and Shri. J.N.Karkare respectively.

AND WHEREAS the party of the First part became the Absolute owner of the said property described in the Schedule I hereunder;

AND WHEREAS, There are 12 members, who are allotted -12 flats in the existing building constructed in the year 1976 on the said land.





AND WHEREAS, there are total 12 members of the Society, who are in possession of 08 flats in the existing buildings on the said Property. The particulars of the said flats with carpet area of the flats occupied by each of the 8 flats / Existing Members in the said buildings are given in **Annexure – A**.

AND WHEREAS, the building and the flats have become old and requires heavy repairs and also the area of each flat is small and there is potentiality of getting the flats of more area to the Existing members, by redevelopment of the entire Property / land by demolishing the structure and also by redeveloping the said Property by getting plan sanctioned for availing additional FSI / Paid FSI / Premium FSI / Fungible FSI and also TDR, however, the Society and its members do not have the requisite knowledge, know-how and funds required for such redevelopment of the said Property and hence, the Society and its members, i.e. the parties of the first part and second part decided to assign and grant the entire development rights of the said Property for the existing FSI as well as additional FSI / Paid FSI / Premium FSI / Fungible FSI and also entire permissible TDR to the Developer i.e. the party of the Third Part.

4) Deviation 4: Page No. 5

Deviation Nature: Addition

Clause:

AND WHEREAS said Society and its members vide resolution dated 06th July 2018 assed in their Special Body General Meeting, resolved to redevelop the said Property through prospective Developer.

AND WHEREAS that accordingly said Society and its members called offers of various developers and after scrutinizing the various Offers, accepted and agreed to grant the rights of development of said Property to the Developer herein. In this agreement wherever the context or meaning so requires the contents of this paragraph shall be construed as the development and/or redevelopment.

AND WHEREAS pursuant to the resolutions passed by the Members, the Society also confirmed the granting of Development Rights of redevelopment of the said Property to the Developer including rights of balance and additional FSI entitlement (available on the date of signing of this agreement and till completion of the entire project) in favor of the Developer herein, with a right to demolish the existing buildings/structures and to construct a new building (s) on the said Property by utilizing the entire FSI



/ FAR of the said Property and to procure at Developer's own cost such additional TDR / FSI, Additional Paid / Premium / Fungible FSI, that the Developer may deem fit, to consume and utilize the entire FSI / FAR of the said Property plus additional TDR / Paid / Premium / Fungible FSI acquired on the said Entire Property and to construct 09 flats including terrace area/balcony for the existing total 09 members of said Society (hereinafter referred to as the said Retained Flats and more particularly described in the Annexure A attached hereto) in the new building.

AND WHEREAS the said Society and its members represented assured and covenanted that there is no charge or encumbrance on their said Property or any part thereof, and that they have full rights, absolute authority to deal with the said Property, that there is no other person claiming any rights, title or interest on the said Property, and the said Society and its members is well seized and possessed of the said land and the said property, that there is no encroachment on the said land, there is no hitch or any problem in getting the plan sanctioned and utilization of TDR / FSI / Paid FSI / Premium FSI / Fungible FSI in order to carry out the redevelopment as the Developer may deem fit and that there is no other person or entity claiming to be member or having any rights, title or interest on the said Property or any part thereof.

AND WHEREAS It is further agreed and decided between the Parties that, the project to be redeveloped on the said Property will be proposed to be named as "SWARGANDHA".

AND WHEREAS, the owners and the Developer decided to execute the Agreement for recording the terms and conditions agreed upon for the development of the said plot / land.

5) Deviation 5: Page No. 6

Deviation Nature: Addition

Clause:

AND WHEREAS, the owner / Apartment and the Developer decided to execute the Agreement for recording the terms and conditions agreed upon for the development of the said plot / land. The said building was comprised of totally 12 tenements. The building and the flats had become old and required heavy repairs and hence, the Owner Apartment, i.e. the party of the third part, along with it's members, assigned and granted the development rights of the said property to the Promoter herein i.e. the party of the First Part by executing **Development Agreement** on **18th Feb 2022** which is duly registered in the



office of Sub-Registrar, Haveli No. 15 at Serial No **2890/2022** on that date (the Index II of the Development Agreement is attached herewith as Annexure C) and also executed a **Power of Attorney** on that date which is duly registered in the office of Sub-Registrar, Haveli No. 15 at serial no. **2891/2022** on that date.

By the said Agreement, the owner granted exclusive development rights for redevelopment of the said property to the Promoter herein, including rights of balance and additional FSI entitlement in favor of the Developer herein and authorized it to demolish the existing building / structure and to construct a new building on the said property by utilizing the entire FSI / FAR of the said property and to procure additional TDR / FSI, to consume and utilize the entire FSI / FAR of the said property plus additional TDR acquired on the said property and to construct multi-storied building consisting of flats, to handover flats as detailed in said development agreement to the existing members and to sell / transfer the flats / tenements other than those allotted to the existing members, provide/allot permanent stilt, open / covered car parking spaces other than those allotted to the existing members in the new building to the prospective new Allottees / transferees and demand and appropriate consideration for the sale proceeds / consideration payable to Promoter till the completion of the building and thereafter the society will continue to allotment of such allotted parking to such new Allottees on permanent basis, without demanding any additional charges from them.

The said permanent parking provided/allotted will be used for the purpose of parking of vehicles only by the existing members as well as the new purchasers/members to whom it is allotted on a permanent basis. The Developer will not utilize it for any other purpose after the completion certificate is obtained from the PMC. The Society also has approved the draft of the Power of Attorney to be executed in favor of the Developer, authorizing them to deal with the said plot to redevelop the same including dealing with public/government/ semi-government/local authorities for sanction of plans, construction and completion of the new building and other necessary matters. If for any reason, total potential / FSI of the plot is not consumed due to design constraints or due to any height restrictions, the Developer is not able to consume full potential available and during the course of construction and / or before the Completion Certificate is issued by PMC such total potential / FSI of the plot which is unused, then in such a Case the Developer will have full right to consume such balance / non-consumable FSI Potential and will be at exclusive liberty to enjoy the benefits of the same and the Allottee will not raise any



objections towards the same or demand any additional consideration / compensation towards the same in any form during the course of the Redevelopment.

6) Deviation 6: Page No. 7

Deviation Nature: Addition

Clause:

Thus the promoter herein has exclusive rights to develop, to make multi-storied building, and to construct tenements/spaces, sell, transfer, assign the same on ownership basis or otherwise.

The said property is already nonagricultural residential property and hence, the fresh N.A. permission is not required.

The Promoter has submitted the plan for the construction of proposed building on the said property for sanction to the Pune Municipal Corporation, Pune and said plan has been submitted for sanctioning by the Pune Municipal Corporation for the construction of the multi – storied building on the said property and the said flat is sanctioned as per **Commencement Certificate No: CC/3028/21 dated 30.12.2021** (the same is attached herewith as Annexure E)

The Allottee is aware of the fact that the said flat is presently part sanctioned and hereby declares that the developer has put forth all the facts in front of him/her/them and only after request of Allottee the Agreement is executed.

It is agreed between the parties that the expenses for stamp duty and registration charges on these presents shall be borne and paid by the developer.

The Allottee accepts that a variation of 3% in the carpet of flat is acceptable to the Allottee.

7) Deviation 7: Page No. 8**Deviation Nature: Addition****Clause:**

The Allottee, after satisfying himself about the rights of the Promoter, and the title of the said owners to the said Property, amenities and specification proposed, approached the Promoter for acquiring occupancy rights over the **Flat No. ____ on ____ Floor** in said Building (Hereinafter referred to as "THE SAID FLAT/ PREMISES") applied to the promoter for allotment of the same. The promoter has agreed to sell to the Allottee the said premises at the price and on terms and conditions hereinafter appearing.

8) Deviation 8: Page No. 9**Deviation Nature: Addition****Clause:**

The following terms shall be for the purpose of this agreement used as defined and Parties aware of the said terms:

- a) Carpet Area: As per subsection (k) of Section 2 of the Real Estate (Regulation & Development) Act, 2016, Usable Carpet Area of the Flat is defined as the net usable floor area of an Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony and exclusive open terrace area but includes the area covered by the internal partition walls of the Apartment.
- b) Exclusive Balcony or Veranda area: For the purpose of this agreement the Exclusive Balcony or Veranda area means the area of the balcony or veranda, as the case may be which is appurtenant to the net usable area of an Flat, meant for exclusive use of the Allottee / members herein.
- c) Exclusive Open Terrace Area: For the purpose of this agreement Exclusive Open Terrace Area means the area of the open terrace which is appurtenant to the net usable area of a Flat, meant for Exclusive use of Allottee / members herein.



9) Deviation 9: Page No. 10

Deviation Nature: Addition

Clause:

- d) For the sake of better understanding the total Net Usable Area retained by members herein above is inclusive of Carpet as per RERA, Exclusive Balcony / Sit out, Exclusive Use Area, Exclusive Terrace, Flower Beds, Cup Board Projections, and Architectural Projections etc.
- b) For the benefit of Allottee and on request the Total usable carpet area is mentioned herein below.
- c)

Flat Carpet As per RERA (Sq.ft)	Exclusive Usable Terrace (Sq.ft)

10) Deviation 10: Page No. 12

Deviation Nature: Change in Payment Schedule (internal slabs keeping the outer slabs same as precirbed by RERA)

Clause:

1. (c) The Allottee has paid on or before execution of this agreement a sum of Rs. _____ /-.
(Rupees _____ Only) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____ /- (Rupees. _____ Only) in the following manner.

Total Agreement Value	
Booking	09%
Agreement	11%
Completion of Footing	7.50%
Completion of Plinth Level	7.50%
Completion of 1st Slab / Parking	7.50%



Completion of 2nd slab	7.50%
Completion of 3rd Slab	7.50%
Completion of 4th slab	7.50%
Completion of 5th slab	7.50%
Completion of 6th Slab	7.50%
Completion of 7h Slab	5.00%
Completion of top Slab	5.00%
Completion of Building Brickwork	5.00%
Completion of Internal Plaster	2.50%
Completion of Tiling Work	1.50%
Possession	1.00%
Total	100%

11) Deviation 11: Page No. 12

Deviation Nature: Addition

Clause:

It is specifically agreed that any deduction of an amount made by the Allottee/s/Purchaser/s on an account of Tax Deducted at Source (TDS) as may be required under the prevailing law while making any payment to the Developer under this Agreement shall be acknowledged/credited by the Developer, only upon Allottee/s/Member/s submitting original tax deducted at source certificate and the amount mentioned in the certificate is matching with the Income Tax Department site. Purchaser shall provide such original tax deducted at source certificate to the Developer within 15 days from date of the payment of consideration amount to the Developer. Provided further that at the time of handing over the possession of the unit, if any such certificate is not produced, the Purchaser shall pay the equivalent amount as an interest-free deposit with the Developer, which deposit shall be refunded by the Developer on the Purchaser producing such certificate within 4 months the date of possession, provided further that in case the Allottee/s/ Purchaser/s fails to produce such certificate /s within the stipulated period of the 1 month, the developer shall be entitled to appropriate the said deposit against the receivable from the Allottee/s/ Purchaser/s.

It is specifically agreed by and between the Parties that the responsibility of making the payments will always be of the Allottee. He/she/they shall arrange the funds through his/her/their own resources and non-disbursement of funds by any bank (if he / she have obtained loans from such bank) will be treated as a default on the part of the Allottee and in such case the Developer reserves all the right to proceed with Legal Action against the Allottee.

The parties of these presents are specifically and distinctly covenant that the time for each of the installment, payment of proportionate share of taxes including all taxes and duties that may be levied and collectible from the Allottee such as GST, service tax, betterment charges, development charges, VAT, works contract tax, sales tax, and all amounts which are due from the Allottee under these presents or under any law for the time being in force, has been made an essence of this contract and in



case the Allottee commits any default in paying any of the amounts under these presents, which has become due and payable by the Allottee to the Promoter.

12) Deviation 12: Page No. 13

Deviation Nature: Addition

Clause:

The parties of these presents are specifically and distinctly covenant that the time for each of the installment, payment of proportionate share of taxes including all taxes and duties that may be levied and collectible from the Allottee such as GST, service tax, betterment charges, development charges, VAT, works contract tax, sales tax, and all amounts which are due from the Allottee under these presents or under any law for the time being in force, has been made an essence of this contract and in case the Allottee commits any default in paying any of the amounts under these presents, which has become due and payable by the Allottee to the Promoter, the Allottee agrees to pay to the Promoter interest at the rate of SBI's marginal lending rate plus 2% on all the amounts which become due and payable under these presents to the Promoter from the date the said amount is payable by the Allottee and if the Allottee fails to pay the amount due and payable together with interest at the rate of SBI's marginal lending rate plus 2% within a month from the date on which such amount is due and payable, the Promoter shall be entitled to terminate these present and forfeit the amount paid by the Allottee to the Promoter and the Promoter will be entitled to sale the said flat in the open market and to the customer of his choice.

13) Deviation 13: Page No. 14

Deviation Nature: Addition

Clause:

1. (F) It has been agreed specifically by and between the parties to these presents , that the rate or amounts agreed for the purchase of this flat is agreed and finalized by the Purchaser/Allottee after negotiating with the Developer and based on the negotiations / discounted rate offered by the Developer , no GST benefit further will Be passed on to the Allottee/ Purchaser by the Developer, as same has already been passed on to them in the form of discount/ rate /consideration negotiated by the Purchaser / Allottee from the Developer.



14) Deviation 14: Page No. 17

Deviation Nature: Addition

Clause:

The word defect here means only the manufacturing defect/s caused on account of willful neglect on the part of the Developer and shall not mean defect/s caused by normal wear and tear, negligent use of Accommodation by the Occupants, vagaries of nature etc. Defect/s in fittings and fixtures are not included therein.

Provided further that it is agreed that the described liability period shall be deemed to have commenced from the date of obtaining the completion certificate or from the date on which the Developer has given the necessary intimation in writing under this agreement to the Allottee to take the possession, whichever is earlier.

However, any defect which has occurred and/or taken place due to the improper user of the Said Flat by and/or on the part of the Allottee then in such event the Developer shall not be liable and responsible to rectify the same in any manner whatsoever.

Provided however, that the Allottee shall not carry out any alterations of the whatsoever nature in the Said Flat or in the fittings therein, in particular it is hereby agreed that the Allottee shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Developer, the defect liability automatically shall become void. Also it is agreed between the parties that there will not be any monetary deductions/compensation will be given or passed on to the Allottee in case Allottee does not take the standard constructed flat. In the event of any extra civil work inside the Apartment other than the standard structure and specifications then the Allottee has to pay cost demanded by the developer. Possession of the apartment will be given only after the settlement of such charges/dues etc.



15) Deviation 15: Page No. 18

Deviation Nature: Addition

Clause:

1. The Allottee shall use the Flat or any part thereof or permit the same to be used only for purpose of residence only. He/She/they shall use the garage or parking space only for purpose of keeping or parking vehicle.
2. It is specifically agreed that no new Apartment/society will be formed by the Developer as Owner society already exists and Owner society i.e. Consenting Party herein agree to admit Purchaser/s as their member/s as per the rules and regulations of said Owner Society.
- 9.1 The Allottee has to pay maintenance charges of the Flat/ to the Promoter or the Apartment, as and when demanded by the Promoter to the society, which is the subject matter of development agreement. For the purpose of deciding the common area and facilities.

16) Deviation 16: Page No. 19

Deviation Nature: Addition

Clause:

3. At the time of registration of conveyance of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, to the said Apartment or Limited Company on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building.

The Allottee shall become member of the said Apartment, that is the party of the third part herein and the party of the third part herein shall admit the Allottee as its member only after the letter along with requisite forms is given by the Promoter to the said Apartment, and in no case without receipt of entire amount of consideration and other amounts / dues in terms of this agreement to the Promoter from the Allottee and after paying the due entrance fees and also a Maintenance Amount to the Developer. The Allottee has specifically agreed this condition and agrees that for this purpose the Allottee shall sign and execute all relevant documents, as prepared by the Advocate of the Promoter.



The Allottee further agree that he / she / they will abide by the bye-laws of the said Apartment and shall be liable and responsible for payment of service charges and such other charges as applicable as per the bye-laws and resolutions of the said Apartment/ Association.

The Apartment/ Apartment/Association has agreed to maintain the said project from the date of completion certificate or till execution of document of title in favor of Allottee or Association of Allottee whichever is earlier The Apartment / Association will decide the maintenance amounts to be collected from each Flat Holder/ Member and the same shall be final. The Allottee agrees to make these payments from time to time and keep the Developer indemnified of any claim.

The Promoter is not liable to maintain building up on receipt of completion certificate and the Allottee/ Flat / Apartment takes possession of the building and the flats therein, the association of Flat / Apartment will be liable to maintain the building / complex / premises on its and will be liable to charge / collect / recover Maintenance charges from the Allottee from time to time. Decision taken by the Association/ Apartment will be final and binding on the Allottee



For,
M/s Ravetkar Builders and Developers

(Proprietor- Mr. Amol Ajit Ravetkar)

Authorized Signatory

Date: 17th September, 2022

Place: Pune