

To,
Real Estate Regulatory Authority,
Mumbai,
Maharashtra

Dt:03/09/2022

Ref: Application for registration under MahaRERA.

Sub: Deviation Report with respect to Draft Sale Agreement for New Vaishali Co-operative Housing Society Ltd. being developed by us i.e. M/s. Joshi & Yash Developers LLP.

This is to declare and state that there are no deviations with respect to Model Form of Sale Agreement specified by RERA as Annexure 'A' to notification bearing REF No. REA 2016/CR No.79/DVP-2 dated 20/04/2017 and our Draft Sale Agreement which is to be submitted on RERA Portal for RERA Registration application of the project **New Vaishali Co-operative Housing Society Ltd.** save and except the following:

Points mentioned in **Model Form of Agreement to be entered into between Promoter and Allottee(s)** (See rule 10(1)) however not mentioned in our Draft Sale Agreement along with reasoning/remarks for same:

Pg. No. of Notification	Point as per Model Agreement	Reason for Not Mentioning Point in Our Sale Agreement Draft
PN. 141	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.	No Such Costs are collected by us (Developers) from the Purchasers
PN. 143	At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Association of the Allottees;	Ours is an redevelopment project wherein Society already exists and is Land owner and we have just acquired the development rights from Society. As, Land is already Held by Society and Society itself is also a party in sale agreement, thus there is no requirement or possibility of Land Conveyance Deed
PN. 140	The Allottee along with other allottee(s) of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority..... pt 9, 9.1,9.2 and 9.3 of Model Agreement	Ours is an redevelopment project wherein Society already exists and is Land owner and we have just acquired the development rights from Society. As, Society already exists and is party to sale agreement there is no requirement or question of forming society and collecting any charges for formation of Society.
PN. 142	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 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.	Society itself is Landowner thus no Conveyance deed or allied charges need to be collected



Also, with respect to structural defect liability, apart from model agreement clause which reads as under:

"Termination Clause: 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"

Apart from mentioning the Model clause as it is under clause No.23 Developers have added an additional para to the same clause in Draft sale agreement which reads as under:

'Also, there should not be any structural changes made by the PURCHASER/S, any other modification/alteration /damage caused by the PURCHASER/S after handing over possession of the said premises and premise is properly maintained by PURCHASER/S. In such case, DEVELOPERS shall not be responsible or liable for any compensation'

Yours Truly,

For M/s.Joshi & Yash Developers LLP

J.C.Kulkarni

Partner

