

EMPIRE DEVELOPERS

Renovate Your Lost Dream

Deviation Report

Date 16/10/2022

Subject-Deviation Sheet with respect to model copy of Agreement

Project Name: SHREE SWAMI SAMARTH, S.No.635/2,642/1 and 643, having corresponding CTS no. 600 consists of various plots, situated at Bibewadi, Taluka-Pune City, District-Pune. 411037.

Promoter Name: M/S. Empire Developers

Please find appended below the list of deviations in the Said Agreement for Sale:

- A. List of Clauses that have been amended by Promoter in the Model Agreement for Sale is produced hereunder and the same is also highlighted in blue colour in the said Agreement for Sale;

Sr. No	Para. No.	Deviation
1	N)	N) The project on the "SUBJECT PORTION" is scheduled to proceed in accordance with specifications of development and construction of building and Unit / Apartment, enumerated in the annexure appended hereto.
2	O)	O) The fittings and fixtures agreed to be provided by the DEVELOPER / PROMOTER for and in the said Unit / Apartment as enumerated in the Annexure no. I annexed hereinunder, together with the warranty / guarantee issued by their supplier / manufacturer for the benefit of the ALLOTTEE / PURCHASER herein, and in case of any defect found therein, the ALLOTTEE / PURCHASER shall have remedy against such supplier / manufacturer.
3	I	1. NON OBSTANTE: Notwithstanding anything contained anywhere in this Agreement but without adversely affecting the said Apartment agreed to be acquired by the ALLOTTEE / PURCHASER, the ALLOTTEE / PURCHASER hereby declares, confirms and agrees as follows i. The DEVELOPER / PROMOTER is entitled to all its rights to amalgamate and/or sub-divide the "SUBJECT PORTION" and / or any other abutting / adjoining pieces of land to which the DEVELOPER / PROMOTER may be entitled to. ii. The DEVELOPER / PROMOTER is also entitled to use, utilize and consume basic Floor Space Index ("FSI") pertaining to the "SUBJECT PORTION" and / or such other adjoining / abutting pieces of land to which the DEVELOPER / PROMOTER may be entitled to, so also to use the same in the manner and at the location as may be exclusively decided by the DEVELOPER / PROMOTER.

Sr. no. 21, DHANASHREE building, near Axis bank, Pune - Satara road, Kashinath Patil Nagar, Dhankawadi,

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| | <p>iii. The DEVELOPER / PROMOTER is entitled to avail, use, utilize and consume the additional FSI either on payment of premium or by way of Transferable Development Rights ("TDR") or by way of Slum Rehabilitation or otherwise by whatever name called for construction of building/s on the "SUBJECT PORTION", as may be permissible for use of maximum potentials under the concerned rules and regulations.</p> |
| | <p>iv. The DEVELOPER / PROMOTER is entitled to either (i) to develop and / or dispose of by sale or otherwise transfer the apartments and / or any such other permissible portion, and appropriate the proceeds thereof in terms of the INSTRUMENTS OF DEVELOPMENT by and between the DEVELOPER / PROMOTER and the OWNER / LESSEE SOCIETY, or (ii) to surrender the amenity space to the concerned authority and claim, avail, use, utilize and consume the FSI granted in lieu thereof, on the "SUBJECT PORTION" for construction of or addition to the building being constructed thereon, as is permissible under the concerned Development Control Rules / Regulations.</p> |
| | <p>v. The DEVELOPER / PROMOTER is entitled to develop and / or construct building/s on the open space of the "SUBJECT PORTION" as may be permissible under the concerned regulations.</p> |
| | <p>vi. The DEVELOPER / PROMOTER shall be entitled to compensation from the ALLOTTEE / PURCHASER in case any obstruction or impediment of any nature raised to or for the development of the "SUBJECT PORTION" and / or other pieces of land adjoining to the "SUBJECT PORTION" either by amalgamation and / or sub-division and / or consumption of FSI for any building thereon, by and on behalf of the ALLOTTEE / PURCHASER, without prejudice to the rights of the DEVELOPER / PROMOTER to terminate this agreement on such obstruction or impediment raised by the ALLOTTEE / PURCHASER.</p> |
| | <p>vii. The project on the "SUBJECT PORTION" being large, the DEVELOPER/ PROMOTER shall be developing the "SUBJECT PORTION" by constructing the building thereon. There would be development, construction, facilities, site development and other incidental activities continuing on the "SUBJECT PORTION" till completion of the entire project. The ALLOTTEE / PURCHASER hereby agrees not to raise any objection or any claim on the grounds of inconvenience, nuisance or annoyance for continuation of such development, construction and other incidental activities on the "SUBJECT PORTION".</p> |
| | <p>viii. The DEVELOPER / PROMOTER shall also be entitled to amend, alter and / or revise the layout, building layout and / or building plans as may be found required for use, utilization and consumption of the FSI originating from the physical area of the "SUBJECT PORTION" and / or additional such FSI by way of TDR or floating or otherwise, according to phases or otherwise, as may be permissible under the concerned Unified Development Control and Promotion Regulations, 2020 for PMC ("UDCPR 2020") or any such statute, rule or regulation. Provided that, the Developers / Promoter shall have to obtain prior consent as provided as per the provisions of RERA in respect of variations or modifications which may adversely affect the Flat /Unit/Apartment of the Allottee, except any alteration or addition required by any Government authorities or due to change in law, rules or regulations.</p> |
| | <p>ix. The DEVELOPER / PROMOTER shall be at liberty to grant and allot right to exclusive use and facility appurtenant to, attached to, and inseparable from the Apartment/s, of sanctioned parking space; covered or under stilt or open, attached terrace. The ALLOTTEE / PURCHASER shall be entitled to exclusively use the concerned Unit / Apartment.</p> |

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4	3	In consideration thereof, the ALLOTTEE / PURCHASER partly paid and agreed to pay the balance to the DEVELOPER / PROMOTER, for purchase of the said Apartment, the said agreed price of which is specifically described in SCHEDULE-IV written hereunder and the DEVELOPER / PROMOTER accepted the part paid and agreed to accept the balance of said amount from the ALLOTTEE / PURCHASER (subject to Tax Deduction at Source (TDS) under section 194-IA of the Income Tax Act, 1961, if so applicable and any other taxes and other charges or other statutory levies, if applicable at) as under:
5	4	4.PROJECT: Subject to non-obstante clause above: (a) the master layout of the said project on the "SUBJECT PORTION" has been shown in the map appended hereto, (b) the "SUBJECT PORTION" shall remain as 'one' piece of land for the purposes of basic FSI originating from the physical area thereof, containing various buildings not necessarily carrying such FSI equivalent to the physical area of the plinth or portion of the land there under, (c) the "SUBJECT PORTION" shall also remain as 'one' piece of land for the purposes of availing, using, utilizing and consuming the additional FSI by way of TDR, Slum Rehabilitation TDR, FSI on payment of premium, road widening, amenity space or otherwise, subject to the discretion of the DEVELOPER / PROMOTER to provide otherwise, (d) there shall be demarcating permissible partition between various buildings which shall be entitled to common area and facilities and / or restricted common area and facilities as may be permissible, (e) the Sewage Treatment Plant ("STP"), Garbage Pits Transformer Room and Diesel Generator Set located on north west on and of the "SUBJECT PORTION" shall be the common facility for the entire building proposed on the "SUBJECT PORTION", (f) the construction of building on the "SUBJECT PORTION" is scheduled to progress phase-wise, and the activities for construction of the buildings, amenities and facilities shall continue despite the Apartments being occupied by their respective ALLOTTEE / PURCHASER, if any, (g) the ALLOTTEE / PURCHASER of any exclusive covered or open parking facility sanctioned in the plans by the concerned planning authority, attached and appurtenant to his / her Apartment (if any), shall be entitled to the exclusive use thereof for parking of vehicles to the exclusion of all other ALLOTTEE / PURCHASER, (h) the schematic locations of common facilities, children playground, club house, common hall, garden, internal road et cetera have been shown in the map attached herewith, (i) provision for water; potable or otherwise permissible under concerned government and / or local authority has been applied for and shall be provided to the project to the extent supplied by such government and / or local authority,

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(b) The ALLOTTEE / PURCHASER hereby accorded his / her / their irrevocable consent for the DEVELOPER / PROMOTER to avail any such loan from any bank/s and / or financial institute and / or person, and agrees not to raise any obstruction and / or impediment and / or any objection pertaining thereto.

(c) In the event of the DEVELOPER / PROMOTER availed such loan, the DEVELOPER / PROMOTER shall be entitled to call upon the ALLOTTEE

/ PURCHASER to make payment of the balance amount payable by the ALLOTTEE / PURCHASER to the DEVELOPER / PROMOTER under

this agreement, directly to such bank/s and / or financial institute and / or person, as the case may be, towards repayment thereof. The amount so paid by the ALLOTTEE / PURCHASER to such lender, shall be, and shall be treated to be the payment made by the ALLOTTEE / PURCHASER to the DEVELOPER / PROMOTER.

16. RESERVATIONS:

(a) All payments agreed to herein and otherwise required to be made by the ALLOTTEE / PURCHASER otherwise, shall always be the essence of the contract, and failure whereof, shall be a breach of this agreement, committed by the ALLOTTEE / PURCHASER.

(b) The DEVELOPER / PROMOTER will pay the amount of Rs. 100/- per month towards common maintenance of the unsold apartments to the organization of the Apartment ALLOTTEE / PURCHASER, till the sale of the concerned Apartments / Unit, by the DEVELOPER / PROMOTER and / or by the prospective purchaser thereof.

(c) Nothing contained in this agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Apartment or of the "SUBJECT PORTION" and the building or any part thereof. The ALLOTTEE / PURCHASER shall have no claim save and except in respect of the said Apartment hereby agreed to be sold to the ALLOTTEE / PURCHASER, and open spaces, parking spaces, lobbies et cetera, will remain the property of the DEVELOPER / PROMOTER until the "SUBJECT PORTION" and the building save and except any part reserved by the DEVELOPER / PROMOTER, is transferred to the respective ALLOTTEE / PURCHASER.

(d) Any delay tolerated or indulgence shown by the DEVELOPER / PROMOTER in enforcing the terms of this agreement or any forbearance or giving of the time to the ALLOTTEE / PURCHASER by the DEVELOPER / PROMOTER for anything, shall not be construed as waiver or acquiescence on the part of the DEVELOPER / PROMOTER of any breach or non-compliance of any of the terms and conditions of this agreement by this ALLOTTEE / PURCHASER nor shall the same in any manner prejudice the rights of the DEVELOPER / PROMOTER.

(e) The ALLOTTEE / PURCHASER shall not, without the written permission of the DEVELOPER / PROMOTER, let, sublet, transfer, convey, mortgage, charge, assign or in any way encumber or deal with or dispose of the said Apartment or any part thereof, nor shall assign this agreement to any person unless the entire price of the said Apartment and any other money payable by the ALLOTTEE / PURCHASER under this agreement till then is

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received by the DEVELOPER / PROMOTER. Any breach thereof, shall entitle the DEVELOPER / PROMOTER, to terminate this agreement, without prejudice to any other rights, available to the DEVELOPER / PROMOTER under this agreement and/or other law.

(f) The ALLOTTEE / PURCHASER shall permit the DEVELOPER / PROMOTER of the Apartment ALLOTTEE / PURCHASER and its surveyors or agents with or without workmen and other, at all reasonable times to enter into the said Apartment or any part thereof and to make good any defects found in respect of the said Apartment or the entire building or any part thereof.

(g) The ALLOTTEE / PURCHASER shall present this agreement at the office of the concerned Sub-registrar, Haveli, for registration within the time prescribed by the Registration Act and upon intimation thereof by the ALLOTTEE / PURCHASER, the DEVELOPER / PROMOTER shall attend such office and admit execution thereof.

(h) All notices to be served on the ALLOTTEE / PURCHASER as contemplated by this agreement shall be deemed to have been duly served if sent to the ALLOTTEE / PURCHASER by certificate of posting at his / her / their address written hereinbefore first.

28. MISCELLANEOUS:

Except otherwise provided herein, or the context otherwise requires, this agreement shall always be subject to the provisions of the MOFA and the RERA and the rules made therein.

Other Deviations

SCHEDULE-I

(Description of the said "SUBJECT PORTION")

All that piece and parcel of the land bearing Plot No. 96 having its area admeasuring about 438 sq. mtrs. i.e. 4714 Sq. Ft. alongwith the FSI to the extent of area adm. about 1667.9 sq. mtrs. available towards the amalgamated layout after amalgamating the adjacent Plot no. 97 out of the land bearing S. No. 635/2, 642/1 and 643 having corresponding CTS no. 600, consists of various plots, situated at Bibwewadi, Taluka-Pune City, District-Pune which is bounded as under:

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On or towards East: By Plot no 99 of the said society On or to wards North: By Plot no 97 of the said society On or towards West: By Road On or towards South: By Amenity Space (Society Garden) (Hereinabove referred to as the "SUBJECT PORTION")

0-0-0-0

SCHEDULE-II

(Hereinabove referred to as the said proposed units)

Sr. No.	Name of member of the said Lessee Society	Existing Carpet Area of the Unit in sq. ft.	Total area allotted to the members including the additional 17% area.
1)	Shri. Tirunagiri Venkata Nityanadam	549.83sq.ft. 51.08sq.mt.	643.30sq.ft. 59.76sq.mt.
2)	Shri. Rajendra Sitaram Khandelwal	1087.59sq.ft. 101.04sq.mt.	1272.48sq.ft. 118.21sq.mt.
3)	Shri. Arvind Dhondiba Pawar	549.83sq.ft. 51.08sq.mt.	643.3sq.ft. 59.76sq.mt.
4)	Shri. Kedarnath Vitthal Kulkarni	1087.59sq.ft. 101.04sq.mt.	1272.48sq.ft. 118.21sq.mt.
5)	Shri. Raghunath Shankar Palse	271.36sq.ft. 25.21sq.mt.	317.49sq.ft. 29.49sq.mt.
6)	Shri. Sudhir Ramchandra Dudhande	413.34sq.ft. 38.40sq.mt.	483.60sq.ft. 44.92sq.mt.
7)	Shri. Pradeep Narayan Shete	413.88sq.ft. 38.45sq.mt.	484.23sq.ft. 44.99sq.mt.
8)	Shri. Suresh Shankarrao Pungude	512.8sq.ft. 47.64sq.mt.	600 sq.ft. 55.74sq.mt.
	Total	4886.22sq.ft. Carpet 453.94sq.mt.	5716.88 Sq.ft. Carpet 531.11sq.mt.

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