

Date: 17/10/2022

To,

Maharera Authority,

Mumbai/Pune

Subject – Deviation report with respect to model copy of agreement to sale

We **M/s White Properties** having **Office** at: **Office no. 406, Rainbow Plaza, Shivar Chowk, Rahatani, Pune** hereby declares that, with reference to our residential real estate project **"The Statement by Legacy"** located at **SR NO. 17/1, 17/1/4, CTS No. 1428(P), 1429(P) 1430(P) Village -Rahatani, taluka Haveli, District Pune -411017**

We would like to inform you that we have made the following changes in model copy of agreement to sale:

3.

The Allottee/s shall separately pay the amounts of taxes as demanded by the Promoter in addition to the consideration mentioned above. The said amounts of taxes shall be paid by the Allottee/s to the Promoter within 7 days from the date of demand raised by the Promoter herein. It is made clear that the Allottee/s shall not be entitled to claim refund of any amount of taxes paid by him / her / them to the Promoter for whatsoever reason. It is also made clear that the rate of tax may vary as per government policy therefore the tax may vary from stage to stage or person to person or the consideration or the type of unit / tenement. The Allottee/s hereby indemnifies and keep indemnified the Promoter from all such levies, cost and consequences arising out of the said Agreement. In the event, the Promoter is constrained or shall constrain to

pay any such amount/s, the Allottee/s shall be liable to reimburse the same to the Promoter together with penalty (if any) and interest from the date of payment by the Promoter.

4. COMPLIANCE OF LAW RELATING TO REMITTANCE:

It is specifically agreed that all amounts due and payable under this Agreement shall be paid by the Allottee/s in Indian currency. However in case of foreign remittances by the Allottee/s, it shall be accepted at the solerisk and responsibility of the Allottee/s and the Allottee/s shall solely responsible for payment of taxes thereon and consequences of any breach of the laws and rules in this behalf.

6. b

Without prejudice to the right of the Promoter to terminate the Agreement due to breach of the said term of the Agreement, the Allottee/s agree/s to pay to the Promoter, interest as specified in the Rule, i.e. State Bank of India highest Marginal Cost of Lending Rate (MCLR) + 2% and in case it is not in use then it would be replaced by such bench mark lending rates which the State Bank of India may fix from time to time for lending to the general public, on all delayed payment/s which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter

8. TRANSFERABLE DEVELOPMENT RIGHTS (TDR):

- a. The Promoter may consume Transferable Development Rights on the project land as per the rules and regulations laid down by the Pimpri Chinchwad Municipal Corporation or the concerned authority. The Promoter may consume the same by constructing additional floors / premises on the existing building or separate building/s on the project land and may be entitled to allot the Apartment/s to the various Allottee/s on ownership basis
- b. In case of acquisition, requisition or reservation of project land or part thereof for any purpose,

the Promoter may surrender such area to the PimpriChinchwad Municipal Corporation or Local / Concerned Authority and claim / receive Compensation in the form of Floor Space Index / Transferable Development Rights / Consideration / Benefit of any sort from the Pimpri Chinchwad Municipal Corporation or Local / Concerned Authority.

12.

In case the Allottee's own contribution found less to recover aforesaid amount, the Promoter shall be entitled to recover the deficit with interest at the aforesaid rate. It is further made clear that while taking into consideration the amount paid by the Allottee/s to the Promoter towards taxes, stamp duty, registration fees or any other government dues shall be excluded. Thus in case of termination of this Agreement for any reason, amounts of taxes shall not be refunded by the Promoter to the Allottee/s.

Provided also that the Allottee/s shall be liable to repay all the amounts of financial institutes / banks (if obtained) and shall keep the Promoter and the said Apartment indemnified therefrom. The Allottee/s shall not claim any sort of amount in respect of such financial institutes / banks from the Promoter.

In case of termination of this Agreement by the Promoter, the Allottee/s shall have no claim except for repayment of the amounts payable as mentioned above. The Allottee/s hereby agree/s that in that event all of his/her/their claims in the said Apartment stands extinguished.

15. **FORMATION OF ORGANISATION OF APARTMENT HOLDERS:** That the Promoters shall form Society/Apartment Association of the Apartment holders and execute and register Deed of Conveyance / Deed of Declaration of the project land, along with the building thereon in favor of Society / Apartment Association. In case of Apartment Association, the Promoter shall execute and register necessary Deed of Apartments in favor of all the Apartment holders. The decision of Promoter to form a Society or Association of Apartment Owners would be final and binding on all the Allottee/s of the said project. The Allottee/s, along with other Allottee/s of Apartments in the building shall join in forming and registering the Society / Apartment Association 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 Apartment Association and for becoming member/s, including the bye-laws of the proposed Apartment Association and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organization of Allottee/s. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft byelaws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

16. CONVEYANCE IN FAVOR OF SOCIETY / ORGANISATION OF APARTMENT HOLDERS:

The Promoter shall, within three months, after receipt of completion certificate of the entire project from the competent authority and after utilizing the entire FSI and TDR which may be permissible to be used on the said project land and subject to the receipt of all sums due and receivable from all the allottees and subject to allotment of all the apartments etc., cause to be transferred to the Society / Apartment Association all the right, title and the interest of the Promoter in the entire or any part of the project land with the building thereon. If the Allottee/s fail/s to get executed the Deed of Conveyance / Deed of Declaration and Deed of Apartment from the Promoter in respect of project land and the building/units thereon, the Promoter shall issue Letter to the Society / Apartment Association of the Allottee/s calling upon them to execute and register necessary Deed of Conveyance / Deed of Declaration and Deed of Apartment of the said project land, along with the building thereon, within 15 days from the date of receipt of said Letter. Even after receipt of such letter, if the Society / Apartment Association of Allottee/s fails to execute and register the said Deed of Conveyance / Deed of Declaration and Deed of Apartments in its/their favor, it shall not be presumed that the Promoter has violated the term and condition of this Agreement, along with the said Act and Rules made there under.

The Promoter shall be entitled to allot by way of lease or license any portion of the project land to any government / semi-government / local authority / electricity department or to any private party or parties etc. for operational services such as electricity, water, drainage, roads, access, telephone, dish antenna, cable T.V., fire brigade station/s etc. The Allottee/s shall not be entitled to raise any objection or grievance about the same.

17. MAINTENANCE:

Within 15 days after notice in writing is given by the Promoter to the Allottee/s that the Apartment is ready for the use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government watercharges, insurance, electricity consumption charges and cost of maintaining electricity fittings relating common areas, parking etc., repairs and salaries of clerks bill collectors, chowkidars, security, housekeeping and sweepers, maintenance and repairs of drainage line, water line, all other facilities but not restricted to water pumps, lifts, solar panels, generators, fire equipment's and all types of machineries, equipment's provided or available in the said project and all other expenses necessary and incidental to the management and maintenance of the project land and building. It is further agreed that, if the Promoter provides water by tanker or any other source, the Allottee/s shall have to pay for the water charges immediately after raising demand by the Promoter. The amount spent by the Promoter for the same shall be a part of monthly maintenance charges. Similarly in case of any infrastructure related facility is provided to the Allottee/s, the Allottee/s shall pay separately for the same and shall also be liable to pay taxes thereon, if any. Until the Society/Apartment Association is formed and the said structure of the building is transferred to the said body, the Allottee/s shall pay to the Promoters such proportionate share of outgoings as may be determined. The Allottee/s further agree/s that till the Allottee's share is so determined, the Allottee/s shall pay to the Promoter provisional contribution of Rs. _____/- (Rupees _____ only) towards the outgoings

for the maximum period of ____ years. The Promoter is entitled to demand the deficit of the contribution from the Allottee/s. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until a conveyance / assignment of the structure of the building is executed in favour of the Society / Apartment Association as aforesaid. On such conveyance / assignment being executed for the structure of the building the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society/Apartment Association, as the case may be. It is agreed that in case any tax is payable by law or rule on any other amount payable by virtue of this Agreement shall be borne and paid by the Allottee/s.

That in case the amount of maintenance mentioned above found to be less to maintain the said project, in such event, it shall be the responsibility of the Allottee/s to pay the said deficit amount within 7 days from the date of raising demand by the Promoter. In case of any delay beyond a period of 7 days, then interest charges as per Rules will be applicable. While charging the said deficit amount, the Promoter shall provide the audit report to the Allottee/s.

24. SPECIAL COVENANTS:

The Promoter shall initiate proceedings of formation of an integrated Society / Apartment Association of all the Apartments in the said project. All the Apartments coming under this project are legally bound to share all Services such as, DG sets, all Green / Open Area provided collectively for the project and any other facility given / provided.

The Club House, DG area, STP area shall be accessible to all the Apartment holders. The Allottee/s, their proposed Society / Apartment Association shall not obstruct the unit / Apartment holders of inclusive housing from using the same in any manner.

It is further made clear that all the members of the said project shall share the maintenance cost of the same to avoid future conflicts between them. The Allottee/s herein further declares that he/she/they shall co-operate all the Society / Apartment Association members regarding the

common use of the same and shall not raise any sort of objection against the Promoters for any reason whatsoever. However, maintenance of the same shall be made by the Allottee/s and members of the proposed Society / Apartment Association at his / her/ their own cost and expenses since beginning. The Promoter herein shall co-operate the Allottee/s and / or proposed Society / Apartment Associate to cure / resolve the issues regarding the said DG set and any other facility given / provided by the Authority / Promoter.

The Promoter is spending huge amount for providing high quality specifications in the said Apartment and in the building, which is constructing on the project land. The Allottee/s and/or his/her/their unauthorized persons / any agency shall not disturb the same under any circumstances and have the safety measures. The Allottee/s is/are advised not to make any changes with all these specifications and amenities of the project, due to which the guarantee/warranty may lapse as well as durability and stability of the buildings as to the R.C.C. frame work, concealed wiring load, neither Allottee/s nor occupier of the said Apartment or any person on behalf of him/her/them is entitled to chisel such internal walls in any manner or remove the walls or any part thereof or erect any additional wall or any structural changes or any manner increase the electrical load in the said Apartment.

The Promoter specifically informed to the Allottee/s that, any buyer of any Apartment in the building shall and will not be entitled to chisel any external walls and have any additional openings in any manner for any purpose and further shall install cooling equipment if required at the designated places provided for the same. The Allottees/s undertake/s to abide this condition and if any owner or occupier of any Apartment in the buildings committed breach of this condition then, the Promoter as well as proposed Society / Apartment Association shall have absolute right and authority to close such openings, if any and recover the cost incurred for the same with interest from the such owner and occupier of the tenement / apartment.

The parties hereto are well aware that, for the said project there will be electrical supply from Maharashtra State Electricity Distribution Company Limited, considering this aspect if there is any

short fall of electricity for the occupants in the project, it will always be the responsibility of the occupants to make alternate arrangement for additional electricity supply at their own cost and expenses and the Promoter shall not be responsible for the same in any manner.

The Allottee/s shall install his/her/their signage at the place given by the Promoter. The Allottee/s shall not install any signage on the façade of the buildings under any circumstances. The Allottee/s shall be permitted to place his/her/their AC unit/s, TV dish Antenna (outdoor) etc., only on the designated place/s by the Promoter and ensure that the elevation of the said buildings is not hampered in any manner.

Any delay tolerated or indulgence shown or omission on the part of the Promoter in enforcing their right/s or the terms and conditions of this Agreement or any forbearance or giving time to the Allottee/s by the Promoter shall not be construed as the waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this Agreement by the Allottees/s nor shall the same in any manner prejudice the rights of the Promoter.

The Promoter has not undertaken any responsibility, nor has they agreed anything with the Allottee/s orally or otherwise and there is no implied agreement or covenant on the part of the Promoters, other than the terms and conditions expressly provided under this Agreement.

M/s White Properties

Promoter

