



SHREE REALTY

Center Point Office No.311,
Near Mitra Mandal Chowk,
Parvati Pune - 411009
shreerealty683@gmail.com
+91 98500 59393

Declaration

Deviation Report with respect to model copy of Agreement.

I SHRI. SANTOSH SAVALARAM SAPKAL developer promoter/partner of Shree Realty R/at Row House No. 3, York Terrace, Clover Village, Wanawadi, Pune. Herein declare that we are developing the land located at CTS No. 683, Shukrawar Peth, Pune 411042.

We have attached the draft agreement for sale and the deviation in the said draft are been highlighted in yellow colour

Project Name: Shree Kuber Business Hub

Place – Shukrawar Peth, Pune

Dated: 10/11/2022.

The deviation in agreement for sale are marked in yellow colour below

AND WHEREAS the said Structural Engineer and Architect have been appointed by the Promoters for the supervision purposes, till the completion of the said building/s. However, the Promoters have reserved the right to change the said structural Engineer and Architect, at any time as per their desire and choice.

AND WHEREAS after the Allottee/s enquiry, the Promoters have requested the Allottee/s to carry out independent necessary search in respect of the title of the said property by appointing his/her/their own Advocate and to submit any queries, he/she/they have regarding the title and the nature of the title and get himself/

1

For SHREE REALTY

S. Sapkal
Partner

herself/ themselves satisfied in respect of the marketable title of the Owners to the said project lands and the rights of the Promoters in relation thereto;

AND WHEREAS after scrutinizing of all the documents and after having satisfied about the title of the Promoters to the said project land as well as about the authority of the Promoters, the Allottee/s applied to the Promoters for allotment of Apartment No. ----- on the -----Floor and parking number _____ from the Ground Floor of the proposed Building being constructed by the Promoters in and upon the said project lands.

AND WHEREAS the Promoters have offered to sell the said Apartment to the Allottee/s at and for a total consideration of Rs. -----/- (Rs. ----- Only), which is also accepted by the Purchaser and on the terms and conditions hereinafter appearing;

1. The Promoters herein shall construct the said building consisting of Nine floors (Lower Ground + Upper Ground + Stilt + Six) on the said project land in accordance with the plans, designs and specifications approved by the concerned Local Authority, from time to time and which have been seen and approved by the Allottee/s, subject to such alterations and modifications as are necessary or may be required by the concerned local Authority/ Government to be made in them or any of them.

The Promoters shall also be entitled to amalgamate the said project land with the adjoining properties and in such circumstances shall be entitled to revise/modify the approve plan. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely

affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

1 (c) . The Allottee/s has paid on or before execution of this agreement a sum of Rs. _____/- (Rs. _____only), as advance payment or application fee (which is not more than 10 % of the agreed consideration) and hereby agrees to pay that Promoter the balance amount of Rs. _____/- (Rs. _____Only) in the following manner -

INSTALLMENTS: -

Rs. _____/- (Rs. _____ Only) being 20% of the balance consideration, to be paid by the Allottee/s to the Promoters at the time of execution of these present.

Rs. _____/- (Rs. _____ Only) being 15% of the balance consideration, to be paid by the Allottee/s to the Promoters on completion of the plinth of the Building in which the said apartment is located.

Rs. _____/- (Rs. _____ Only) being 25% of the balance consideration, to be paid by the Allottee/s to the Promoters on completion of the _____ slab .

Rs. _____/- (Rs. _____ Only) being 5% of the balance consideration, to be paid by the Allottee/s to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said apartment.

Rs. -----/- (Rs. ----- Only) being 5% of the balance consideration, to be paid by the Allottee/s to the Promoters on completion of the Sanitary fittings, staircase, lift wells, lobbies upto the floor level of the Building in which the said apartment is located.

Rs. -----/- (Rs. ----- Only) being 5% of the balance consideration, to be paid by the Allottee/s to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the Building in which the said apartment is located.

Rs. -----/- (Rs. ----- Only) being 10% of the balance consideration, to be paid by the Allottee/s to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements, as may be prescribed in the Agreement of sale of the Building in which the said apartment is located.

Rs. -----/- (Rs. ----- Only) against and at the time of handing over of the possession of the apartment to the Allottee/s on or after receipt of occupancy certificate or completion certificate.

3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ sq.mtrs only and at present the



SHREE REALTY

Center Point Office No.311,
Near Mitra Mandal Chowk,
Parvati Pune - 411009
shreerealty683@gmail.com
+91 98500 59393

Promoter has planned to utilize floor space Index of _____ Sq.Mtrs by availing of Tdr or Fsi available on payment of premiums or Fsi available as Incentive Fsi by implementing various scheme as mentioned in the development control regulation or based on expectation of increased Fsi which may be available in future on modification to development control regulation which are applicable to the said project. The promoter has disclosed the floors space index of _____ as proposed to be utilized by him on the project land in the said project and the allottee has agreed to purchase the said apartment based on the proposed construction and sale of apartments to be carried out by the promoter by utilizing the proposed Fsi and on the understanding that the declared proposed Fsi shall belong to the promoter only

6. The Promoter shall give possession of the apartment to the Allottee/s on or before 31st day of December 2025. If the Promoter fails or neglects to give possession of the Apartment to the Allottee/s on account of reason beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee/s the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of apartment on the aforesaid date, if the completion of building in which the apartment is to be situated is delayed on account of -

- (i) War, Civil Commotion or Act of God.
- (ii) Any notice, order rule, notification of the Government and / or other public or Competent Authority/ Court.

7.4 If within a period of five years from the date of handing over the apartment to the Allottee/s, the Allottee/s 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/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. The Allottee/s/s shall not, without the prior written consent of the Promoter to carry out any alterations of whatsoever nature in the said Unit or make any alterations in any of the fittings, pipes, water supply connections as this may result in seepage of water. The Allottee/s/s shall also not chisel or cause damage to the columns, beams, walls, slabs, R.C.C. members and other structural members or damage the water proofing of the flooring of the said unit and do or omit to do any act which may result in damage to the said unit. If any of such works are carried out without the written consent of the Promoter, the liability of the promoter under the Real Estate (Regulation and Development) Act 2016 to rectify defects automatically shall become void and Allottee/s/s shall be liable to pay all costs and damages towards restoration, repairs etc. arising from such unauthorized works. Notwithstanding anything to the contrary contained hereinabove as regards items/ Goods/ systems such as lifts, fire- fighting Equipment, solar Heating System, vermin culture pits, electrical fittings and fixtures, battery backup system for lift, water pumps and lighting for common area, Sanitary fittings and C.P. fittings to be provided by the Promoter in the said project and / or in the said Unit, the Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the manufactures of such items/ goods/ systems and shall not extend beyond such periods. Further, if such warranties pertaining to such Items/ Goods/ Systems, requires periodic maintenance then the same shall become null

and void if such periodic maintenance is not attended to by the Allottee/s, Co-operative Housing Society or Association of Apartment Owners formed of the purchasers of Flats/ units in the said project.

10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoters, an amount of Rs _____/- (Rs _____ only) for share money, application entrance fee of the society or Limited Company/ Federation/ Apex body, for proportionate share of taxes and other charges/ levies in respect of the Society or Limited Company / Federation/ Apex body. for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body for deposit towards Water, Electric and other utility and services connection charges & for deposits of electrical receiving and Sub Station provided in layout. The aforesaid amounts are determined by the parties amongst themselves as lump sum amount and hence the allottee shall not be entitled to demand the accounts thereof from the promoters.

11. The Allottee shall pay to the Promoters a sum Rs. _____/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/ Advocates of the Promoters 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.

The aforesaid amount is determined by the parties amongst themselves as lump sum amount and hence the allottee shall not be entitled to demand the accounts thereof from the promoters.

15. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the co-operative society or association or company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.

32. The Promoters have not undertaken any responsibility nor they have agreed anything with 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.

34. It is hereby specifically recorded that the building shall be known "SHREE KUBER BUSINESS HUB".

35. All the Annexures annexed to these presents shall be always be treated and deemed as part and parcel of these presents.

38. DAMAGES IF THE ALLOTTEE/S CANCELS THE AGREEMENT

That if the Allottee/s cancel the said agreement, without any lawful reason i.e. without any fault of the Promoters, then, while returning the amount paid by the Allottee/s to the Promoters, till then, the Promoters shall be entitled to and shall have every right and authority to deduct an amount of Rs. _____/- (Rs. _____ Only) from the payable amount, as damages of the Promoters on account of cancellation of the agreement by the Allottee/s.



SHREE REALTY

Center Point Office No.311,
Near Mitra Mandal Chowk,
Parvati Pune - 411009
shreerealty683@gmail.com
+91 98500 59393

39. DESCRIPTION OF THE APARTMENT -

The description of the said apartment is more particularly described in the Annexure D annexed hereto.

40. VALUATION FOR THE PURPOSES OF PAYMENT OF STAMP DUTY

The agreed consideration of Rs. -----/- (Rs. ----- Only) is the true and correct market value of the said Apartment. As per the guide lines issued by the State Government for the purposes of levy of stamp duty the valuation of the said Apartment is ascertained as follows:-

A. Location: Zone No. ----- of -----

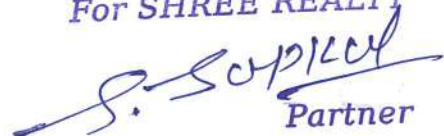
B. Valuation of the said Apartment = ---- X -----/- = Rs. -----/-

C. Valuation of the said attached terrace: ---- X -----/- X 40% = Rs. -----/-

D. Valuation of the said parking: ---- X -----/- X 40% = Rs. -----/-

Hence the total valuation comes to Rs. -----/- (Rs. ----- Only). Hence the stamp duty is paid upon Rs. -----/- (Rs. ----- Only) being the higher amount.

For SHREE REALTY


Partner