

Date: 25.08.2023

To,
Maharashtra Real Estate Regulatory Authority
6th & 7th Floor, Housefin Bhavan,
PlotNo. C-21,E-Block,
Bandra Kurla Complex, Bandra (E), Mumbai 400051

Subject – Deviation Report with respect to Agreement for sale.

Respected Sir/Madam,

I/We **M/s. Gangotree Homes** (Previously known as Gangotree Greenbuild) having its office at Siddharth Tower 1, Office No. 802-804, 8th floor, Opp. Karishma Society, Kothrud, Pune - 411029 are developing a real estate project "**DASHABHUJA**" situated at CTS No. 879, S. No. 121+122, Plot No. 86, Kothrud, Pune - 411038. do hereby declare that the deviations/modifications in the Agreement for Sale format provided by us to MahaRERA is as per attachment.

Kindly acknowledge the same and grant us the MahaRERA registration at the earliest.

The declaration is provided for the purpose of MahaRERA Registration only and shall not be used for any other purposes.

Signature



For **M/s. Gangotree Homes**
(Previously known as Gangotree Greenbuild)

Encl : Deviations/modifications

1.2 The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing Nos situated at ____ Basement and/or stilt and /or ____podium being constructed in the layout for the consideration of Rs./-.

4.3 Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

4.4 Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other amount which may be payable to Promoter) within a period of thirty days of the termination, the instalments of sale consideration of the Unit which may till then have been paid by the Allottee to the Promoter.

9. The Owner Society/Consenting Party herein is the Society duly registered under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the rules thereunder. The Allottee, being a new purchaser of the Unit, shall be bound by the bye laws of the Society and the Owner Society, after the completion of the project of redevelopment, shall admit the Allottee along with other allottee(s) of new units in the building shall be admitted as members of the Society. And for this purpose, the Allottee shall from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for becoming a member, including the bye- laws of the 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 get the Allottee admitted as a member of the Owner Society. No objection shall be taken by the Allottee if

any, changes or modifications are made in the bye-laws as may be required by the Registrar of Co-operative Societies or any other Competent Authority.

9.1 The Promoter shall, within three months of from the date of handing over of the Project of Redevelopment to the Owner Society shall cause to be transferred to the Owner Society all the right, title and the interest of the Promoter in the said structure of the building or wing in which the said Unit is situated. The Owner Society, being the owner of the land, already owns the right, title and interest in the Project land on which the building is constructed.

9.2 The Promoter herein declares that there are 1 wings constructed on the said Project land which is owned by the Owner Society and to which the Allottee shall be admitted as a member of the Owner Society and the Promoter shall within three months of date of handing over of the Project Redevelopment to the Owner Society, shall cause to be transferred to the Owner Society all the right, title and the interest of the Owner/Promoter in the development rights on the project land on which the building with multiple wings is constructed.

9.2 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Unit is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Unit) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the project is handed over to the Owner Society and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance of the structure of the building or wing is executed in favour of the Owner society

as aforesaid. On such conveyance being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Owner Society, as the case may be.

11. 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 on such conveyance or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. Since the Project land is owned by the Owner Society, only the development rights shall be transferred at the time of registration of conveyance of development rights of the said Project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, if any.

14. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital, Maintenance to be incurred till handing over of the proposed building to the Owner Society and towards the out goings, legal charges, if any and shall utilize the amounts only for the purposes for which they have been received.

**SCHEDULE II:
PAYMENT STAGES**

STAGES	PERCENTAGE	AMOUNT
At the time of Booking	5%	
At the time of Agreement	15%	
At the time of Foundation	15%	
At the time of RCC of Slab 1	10%	
At the time of RCC of Slab 3	10%	
At the time of RCC of Slab 5	6%	
At the time of RCC of Slab 7	6%	

At the time of RCC of Slab 9	6%	
At the time of RCC of Slab 11	6%	
At the time of RCC of Top Slab	6%	
At the time of Brickwork said unit –	2.5%	
At the time of Concealed plumbing said unit	2.5%	
At the time of Internal Plaster for said unit –	2.5%	
At the time of Room flooring for said unit -	2.5%	
At the time of External Painting –	3%	
At the time of Possession / hand over -	2%	
Total	100%	