

HARIVANSH PROPERTIES

Near Nagar Palika Akot, Taq Akot, District Akola, Maharashtra 444101

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21/02/2025

To

The MahaRERA

Subject: Deviation Report for Agreement to Sale for the project "**GOLDEN LEAF**" by **M/s. HARIVANSH PROPERTIES,**

Respected Sir,

We, **M/s. HARIVANSH PROPERTIES**, through its Partners 1) **SHRI. DHIRAJ RAMESH WATANE,** 2) **SHRI. ANKIT ANUPKUMAR SHRAWAGI AND** 3) **SHRI. MANGESH SHANKARRAO DESHMUKH**, landowner & developer in project "**GOLDEN LEAF**" proposed to be constructed on ALL THOSE Pieces and Parcels of land bearing Plot no. 1 admeasuring area 588 Sq. Mt. , Plot no. 2 admeasuring area 261 Sq. Mt. and Plot no. 3 admeasuring area 243 Sq. Mt. (as per 7/11 extract 20/3/1, 20/3/2 and 20/3/3) carved out of Field Survey no. 20/3 at mauje Khadaki Bu., within the registration limits of Akola Municipal Corporation, Akola, Tq. Dist. Akola, hereby certify that there is following deviation with respect to **Agreement to Sale (ATS)** uploaded on Rera Website with respect to the Model Form of Agreement issued by the MahaRERA for said Building Project.

We, the holder of land. We are undertaking the said project of construction of Residential Units/ Apartments. We being the owner is the Promoter thus there is no development Agreement. The said project land is held in free hold rights thus Conveyance will not be as lease. Therefore the paragraph with regarding the details of Lease, Development Agreement and allotment of Parking space is not applicable to us and is so deleted from our Agreement to Sale which is/are reproduced below:

WHEREAS by and under a Lease / an Agreement for Lease dated the day of 20..... made between of the One Part (hereinafter referred to as " the Lessor") and the Promoter of the Other Part, the Lessor agreed to grant unto the Promoter a lease in perpetuity/for a term of years in respect of a piece or parcel of leasehold land bearing situate at, admeasuring. sq.m. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land") at a rent of Rs. per annum/month and on the terms and conditions contained in the said Lease Deed/Agreement for Lease.

AND WHEREAS the lease Deed/Agreement for Lease, is with the benefit and right to construct any new building/s if so permitted by the concerned local authority.

OR

WHEREAS by an Agreement dated day of 20...../Power of Attorney dated executed between Shri. (hereinafter referred to as "the Original Owner") of the One Part and the Promoter of the Other Part (hereinafter referred to as "the Development Agreement"), the Original Owner granted to the Promoter development rights to the piece or parcel of freehold land lying and being at in the Registration Sub-District of admeasuring sq. mts., or thereabouts more particularly described in the First Schedule therein as well as in the First Schedule hereunder written (hereinafter referred to as "the project land") and to construct thereon building/s in accordance with the terms and conditions contained in the Development Agreement/Power of Attorney;

OR

The said Project will be governed by the provisions of the Maharashtra Apartment Ownership Act, 1970. Therefore all the unit owners are having right title and interest in the project land. On obtaining duly registered Sale Deed/Conveyance they shall be the co-owners of the said plot of land therefore conveyance clause as like in the MOFA Act is not applicable to the said Project.

The provisions of the Maharashtra Apartment Ownership Act, 1970 as well as the terms and conditions contained in the said Deed of Declaration and the Bye-laws appended thereto shall always remain binding upon the Purchaser(s) and her/his/their successors in title.

In pursuance to the above context, the following points in precedent format of Agreement to Sale of RERA Website, we have made some appropriate changes in the paragraphs that are not applicable to us are in "Red Colour" and words not applicable are "stiked off" such words from the Agreement to Sale uploaded on the Rera website, which are produced below:

OR

WHEREAS by and under a Lease / an Agreement for Lease dated the day of 20..... made between of the One Part (hereinafter referred to as " the Lessor") and the Promoter of the Other Part, the Lessor agreed to grant unto the Promoter a lease in perpetuity/for a term of years in respect of a piece or parcel of leasehold land bearing situate at, admeasuring sq.m. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land") at a rent of Rs. per annum/month and on the terms and conditions contained in the said Lease Deed/Agreement for Lease.

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OR

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/office/show-room/shop/gedown for carrying on any industry or business.(*strike of which is not applicable) They shall use the garage or parking space only for purpose of keeping or parking vehicle.

11. 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.

12. 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. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/assignment-of-lease at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

Thanking You

Your's Faithfully

**M/S. HARIVANSH PROPERTIES,
Through its Partners**

1) SHRI. DHIRAJ RAMESH WATANE,

2) SHRI. ANKIT ANUPKUMAR SHRAWAGI AND

3) SHRI. MANGESH SHANKARRAO DESHMUKH

Date: -11-2024

AA. Shrawagi