M/s LIFESTYLE HOME SPACES

Shop No. 12/13/14/15, Balkrishnalalji Mandir Trust,
Rallies Plot, Amravati - 444601, Maharashtra.
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To,
The Maharashtra Real Estate Regulatory Authority,
6th & 7th Floor, Housefin Bhavan, Plot No. C - 21,
E - Block, Bandra Kurla Complex, Bandra (E), Mumbai 400051

Subject: Deviation Report for Model Form of Agreement for sale

Reference: Project Name – **LIFESTYLE HOMES** to be developed on the Freehold (Malik Makbuja) Land bearing Plot No. 9, 10 in the sanctioned layout developed on Non-Agriculture Land bearing Survey No 57/3 of Mouje : Peth Amravati, Pragane - Badnera Situated at Peth Amravati within the limits of Amravati Municipal Corporation Ward No. 54, Zone No. 7 in Tahsil and District : Amaravati {"**Project**"}

Respected Sir/Madam,

I, Amit Ashokkumar Talda, Authorised Partner of M/s. Lifestyle Home Spaces, A Partnership Firm, having its office at Shop No. 12/13/14/15, Balkrishnalalji Mandir Trust, Rallies Plot, Amravati, Tahsil & District Amravati - 444601 {Registration No. NG000009340, Permanent Account No. AALFL1174F}, promoter of the said project hereby state that we have uploaded the **AGREEMENT FOR SALE** in **ENGLISH** language as that is the language in which it will be executed & registered with the prospective purchaser(s).

2. There are a few justified deviations with respect to draft of Agreement for Sale for the above-mentioned project uploaded on Rera Website as against the Model Form of Agreement issued by the MahaRERA for the building project.

3. We have carried out few modifications to incorporate the clause relating to payment of GST and other outgoings and certain reservation pertaining to defect liability and also clauses relating to Deed of Declaration as the said project will be governed by the provisions of the Maharashtra

Apartment Ownership Act. 1970. We have highlighted the said changes in Yellow colour in the draft uploaded on the website.

4. The modifications made in clauses / paras are mentioned below:

Clause as mentioned in the Model Draft of Agreement of RERA	**Clause as mentioned in Draft Agreement**
1(b) The total aggregate consideration amount for the Apartment including garages/covered parking spaces is thus Rs._____/-	**Page No. 9** **1 (b)** The total aggregate consideration amount for the said Shop / Apartment including garages/covered parking spaces and excluding of MSEB & Water charges (Infrastructure cost), Stamp duty, Registration, Legal fees & Association Deposit is thus Rs. _____/-
1(d) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to date of handing over the possession of the (Apartment/Plot).	**Page No. 10** **1(d)** The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Shop / Apartment. The Allottee specifically agrees to pay to the Promoter all such Taxes as and when demanded and shall always keep the Promoter indemnified against the same. As per the applicable GST Provisions, the increased or decreed incidence of Tax (GST) shall be required to be

	paid by the Allottee. It shall be obligatory on the part of Allottee to pay the amount of GST as may be applicable) etc. simultaneously with the payment of each instalment. If the Allottee delays in payment of GST on relevant instalments, allottee shall be liable for late fees as may be applicable along with interest as mentioned under u/s 50 of CGST Act 2017 on the late payment of GST as provided under GST Act, Rules, etc. The Allottee does hereby state and declares that it shall be the sole liability and responsibility of the Allottee to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Allottee from the Sale Consideration payable to the Promoter and to credit the same in the appropriate account of Income Tax Department.
9. The Allottee along with other Allottee(s) of the Shops and Apartments in the building shall join in forming and registering the Society or Association or Limited Company to be known by such	**Page No. 15 & 16** **9.** The Allottee along with other Allottee(s) of the Shops and Apartments in the building shall join in forming and registering the Society or Association or Limited Company 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 society or Association Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 7 (Seven) seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.	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 society or Association Limited Company and for becoming a member, including the bye-laws of the proposed Society and duly fill in, sign and return to the Promoter within 7 (Seven) seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
9.1 The promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Society or Limited Company all the right, title and the interest of the Land Owners and the Promoter in the	**9.1** The Promoter has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and an Amended Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the

said structure of the building in which the said Shop / Apartment is situated. **9.2** The Promoter shall, within three months of registration of the Federation/Apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right title and the interest of the Land Owners & the Promoter in the Project Land on which the building is being constructed. **9.3** Within 15 days after notice in writing is given by the Promoter to the Allottee that the Shop / Apartment 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 all the Shops and Apartments) 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 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.	proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Allottees. Thus, the said Project will be governed by the provisions of The Maharashtra Apartment Ownership Act, 1970. 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 Allottee and his/her successors in title **9.2** The Allottee agrees to incorporate such terms and conditions, stipulations and restrictive covenants in the Sale Deed as are not set forth herein, but which may be deemed necessary or expedient to regulate the easement rights of the other Shop and Apartment Owners' interest, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder. **9.3** The available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration or any other deed/document), the common areas and common facilities as may be provided in the said Multistoried

Until the Society or Limited Company is formed and the said structure of the building 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 Allottees' share is so determined the Allottee shall pay to the promoter provisional monthly contribution per month towards the outgoings as may be decided by the Promoter considering all expenses. The amounts so paid by the Allottee to the promoter shall not carry any interest and remain with the promoter until a conveyance/assignment of lease of the structure of the building is executed in favour of the society or limited company as aforesaid. On such a conveyance /assignment of lease 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 or the Limited Company, as the case may be.	Building shall be of common use of all the Shop and the Apartment Owners in the said scheme and shall always remain undivided and no partition or division of any part thereof will be affected or carried out by the Allottee severally or jointly with any other Shop / Apartment Owner or Owners. **9.4** The promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the Society or Limited Company all the right, title and the interest of the Land Owners and the Promoter in the said structure of the building in which the said Shop / Apartment is situated. **9.5** The Promoter shall, within three months of registration of the Federation/Apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right title and the interest of the Land Owners & the Promoter in the Project Land on which the building is being constructed. **9.6** Within 15 days after notice in writing is given by the Promoter to the Allottee that the Shop / Apartment 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 all the Shops and Apartments) 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 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. Until the Society or Limited Company is formed and the said structure of the building 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 Allottees' share is so determined the Allottee shall pay to the promoter provisional monthly contribution per month towards the outgoings as may be decided by the Promoter considering all expenses. The amounts so paid by the Allottee to the promoter shall not carry any interest and remain with the promoter until a conveyance/assignment of lease of the structure of the building is

	executed in favour of the society or limited company as aforesaid. On such a conveyance /assignment of lease 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 or the Limited Company, as the case may be.
10. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts: - **(i)** Rs. _____for share money, application entrance fee of the Society or Limited Company/Federation/Apex body. **(ii)** Rs. _____ for formation and registration of the Society or Limited Company/Federation/Apex body. **(iii)** Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body **(iv)** Rs. _____ for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/ Federation/Apex body. **(v)** Rs. _____ for Deposit towards Water, Electric, and other	**Page No. 16 & 17** **10.** The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts: - **(i)** Rs. _____for share money, application entrance fee of the Society or Limited Company/Federation/Apex body. **(ii)** Rs. _____ for formation and registration of the Society or Limited Company/Federation/Apex body. **(iii)** Rs. _____ for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body **(iv)** Rs. _____ for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/ Federation/Apex body. **(v)** Rs. _____ for Deposit towards Water, Electric, and other

utility and services connection charges & **(vi)** Rs. _____ for deposits of electrical receiving and Sub Station provided in Layout.	utility and services connection charges & **(vi)** Rs. _____ for deposits of electrical receiving and Sub Station provided in Layout. All aforesaid charges are fixed on basis of existing taxes, rules and regulation, however at the time of handing over of the possession of the said Shop / Apartment or any time after handing over the possession, if there is any change in the aforesaid amounts or if any other tax/charge/duty is levied and/or is found to be payable on the transaction hereby envisaged either because of any amendment to the prevailing laws or because of enactment of any new law or otherwise, the Allottee do hereby agree to pay to the Promoter or its nominee such amount as shall be then prevailing.
13. (ix) At the time of execution of the conveyance deed of the structure to the association of Allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;	**Page No. 18** **13. (ix)** Upon formation of Association of the Allottees or Society/Limited Company or other body, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas, facilities and amenities of the Scheme to the Association of the Allottees or Society/Limited Company or other body;

	Page No. 24
29. STAMP DUTY AND REGISTRATION: The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee.	**29. STAMP DUTY AND REGISTRATION**: All expenses on account of preparation of all kinds of documents viz. Agreement for Sale, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Allottee.

5. Accordingly, this Deviation Report is submitted along with the modified draft of Agreement for Sale.

Thanking You

Yours Faithfully

For M/s Lifestyle Home Spaces

Amit Talada

Amit Ashok Talda
Authorised Partner /Signatory
Date:- 02/01/2024