Date: 06th May 2024

DEVIATION REPORT- AGREEMENT TO SALE

Project Name: Asteria Residences

Project Details:

M/s Sai Aarnav Realty Private Limited having its office at 1St Floor, Sai Point House, Near Minal Apartment, ganeshwadi, Thane-4000601 having a Residential Scheme called **"Asteria Residences"** Situated at Amalgmated Plot No.05, CTS No.1659/1&2, Sheet No.13/59, KH No.224, Ward No.66, Mouje Sitabuldi, Street: Henessey Road Village: Nagpur Taluka and District Nagpur-440001.

Boundries: **Property Of Chitnavis** to the East, **Chitnavis Marg** to the West, **Vrindavan Apartments** to the North & **Proper of Chitnavis** to the South.

We, M/ Sai Aarnav Realty Private Limited through its Director and Authorised Signatory **Shri. Aarnav S/o Dilip Bobde Patil**, hereby declare as Under:

1. That the Agreement to Sale prepared by us and uploaded an MAHARERA website, which would be issued to allotees is as per MODEL Draft Provided by Maha RERA Authorities underMaha RERA Rule 10(1) of the Rules.
2. That there is no deviation in Agreement to Sale Draft uploaded on site and a draft provided by Maha RERA

Deviation Report Point Wise:

Modified Clauses:

Clause No.as per Draft Agreement	Clause as mentioned in Draft Agreement	Clause as per RERA Draft	Clause as mentioned in Model Draft Agreement of RERA
1.b	**The total aggregate consideration amount for the said Apartment** excluding Allotted Covered Parking Space, MSEB & water charge (Infrastructure cost), Stamp duty, Registration, Legal fees & association deposit is thus Rs. _____/-.	1.b	The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. _/-
1.d	The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Promoter Party by	1.d	The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax,

	way of GST, Cess, Insurance Premium towards Title of Property & Building or any other taxes, premiums, charges which may be levied and/or payable, in connection with the construction of and carrying out the Project payable by the Promoter Party) up to the date of handing over the possession of the said Apartment. The Allottee specifically agrees to pay to the Promoter Party all such Taxes & Insurance Premium as and when demanded and shall always keep the Promoter Party indemnified against the same. 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 installment. 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		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 [Apartment/Plot].

	deducted by the Allottee from the Sale Consideration payable to the Promoter Party and to credit the same in the appropriate account of Income Tax Department.		
3.	The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is _____ square meters only and Promoter has planned to utilize Floor Space Index of _____ square meters 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 Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ square meters as proposed to be utilized by him on the project land in the said Project and 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 Promoter only. Likewise the Vendor/Promoter/Confirming party Hereby declares that the current approval by authorities is for ____Apartments and _____ more Apartments would be sanctioned later after the procurement of Airport Authority NOC for additional height of the Apartment and the Allottees agree that have given consent to seek the NOC from the Airport Authority, procure the balance	3.	The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor Space Index of _____ 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 Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and 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

	_____square meter FSI and get the plan Approved by the Nagpur Municipal Corporation and build all the _____Apartments as initially planned. The Allottees shall not create any hindrance in any manner whatsoever and shall approve the Vendor/Promoter/Confirming Party to buy the conservancy lane FSI, amalgamate the said FSI to the Property and build the above mentioned _____Apartments. However, the Vendor/Promoter/Confirming party assures that the design, plan, specifications of the Allotted Apartment shall not be changed and in no way the right of the Allottee will be diluted in any manner.		that the declared proposed FSI shall belong to Promoter only
17.	After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment, however Promoter can take project finance on the project.	17.	After the Promoter executes this Agreement he shall not mortgage or create a charge on the *[Apartment/] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/plot].
29	STAMP DUTY AND REGISTRATION, MSEB/WATER & ASSOCIATION DEPOSIT : All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp	29	Stamp Duty and Registration :- The charges towards stamp duty and Registration of this Agreement shall be borne by the allottee.

	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. Additionally the Allottee shall bare the expenses of Rs_____/- towards infrastructure Cost (MSEB & Water Charges), GST as applicable & Association Deposit to the developer of Rs._____/- (to be paid on receipt of Occupancy Certificate/ Completion Certificate or before the Sale Deed registration)		

Added Clauses

Clause No.as per Our Draft Agreement	Actual Clause
1.i	The Promoter Party shall be exclusive in-charge of the construction without any let or hindrance or interference by the Allottee or any other contractor and under no circumstances during the subsistence of this contract, the Allottee shall enter into any building contract in respect of Apartment with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Allottee shall be void and shall not be binding upon the Promoter Party.
7.5	THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Allottee jointly with the other Co-owners thereof. However the Apartment chosen by Allottee in the proposed multistoried building shall be owned and possessed by the Allottee exclusively with heritable and transferable rights therein. The common areas and facilities shall vest with the Association of the Apartment Owners for the purpose of maintenance.
7.6	The Allottee hereby agrees not to occupy the said Apartment without prior written permission of the Promoter Party else Allottee shall be treated as a trespasser.

7.7	The Allottee shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Apartment and not cause any damage to the structural portions. In the like manner the Allottee shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the Allottee, then in such event, Allottee will be solely responsible for any consequences which may arise. The Allottee shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby
7.8	The Vendor/Promoter Party does hereby agree with the Allottee that on receipt of the balance sale price and also upon the payment of Electricity and Water Meter deposits, payment of Legal charges including Stamp Duty and Registration Fees, payment of GST and all other Taxes and Cesses that may be levied and payable at the time of Registration from Allottee, the Vendor/Promoter Party will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Apartment hereby agreed to be sold in favour of the Allottee or the nominee(s) appointed by the Allottee and get the same duly registered at the costs of Allottee in accordance with the law in force provided the Allottee shall have also paid the entire agreed cost of construction of the Apartment chosen by the Allottee to the Promoter Party.
7.9	In case any defect found in the proprietary items used in construction of said Apartment, the Allottee shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Promoter Party shall always cooperate and assist the Allottee in this regard. It is specifically brought to the notice of the Allottee that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects. Provided further that in case of any change or modification to the Specification are effected at the request of the Allottee, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Allottee has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Promoter Party shall not be liable for make good of the defect
8.2	It is understood by the Allottee that the Promoter Party shall display any type of Board, signs, banners etc. on any exterior part of building proposed to be constructed on the said Plot of land and the Allottee will neither object/disturb it, nor obstruct it's visibility in any way. The Promoter Party shall not pay, nor the Allottee shall demand any rent etc. for any signs displayed by the Confirming Party
14.ii	The Allottee hereby specifically agrees with the Promoter Party that even after taking over the actual possession of the Apartment chosen by Allottee, the Allottee will not object or prevent or obstruct the Promoter Party in any way in carrying on and completing the work of other Apartments in the said building and keeping building materials on the available open land.

14.vi	Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Allottee shall not be entitled to carry material in Lift, keeping the materials of repairs in open space, bring in any Carriage or transporting Vehicle beyond the sustainable limit of the Floor within the said Project
14.xiv	The Allottee shall not make any structural changes & design including columns, beams, waterproofing treatments and if any changes are done without any written consent from the developer or the association, defect liability shall not be applicable & the Allottee/s have deemed to be done the work at his/her/their respective consequences and liability

For Sai Aarnav Realty Private Limited,

For Sai Aarnav Realty Private Limited



Director

Shri. Aarnav S/o Dilip Bobde Patil

(Director and Authorized Signatory)