

Date :

**DEVIATION REPORT – RERA**

**Dated: January 12, 2024**

In compliance with Order issued by Maharashtra Real Estate Regulatory Authority (“MahaRERA”) dated June 03, 2022, bearing number 30 / 2022, a Report in respect of Agreement for Sale as specified by the MahaRERA on one hand and as proforma of the same as proposed by us on the other in respect of the project under style and name “Prayagraj A” which is under construction on land bearing Gat No. 320 and 321 Plot No. 4 and 5, Tal. Nanded, District Nanded is as under.

**A. DEVIATION APROPOS OF THE PROPOSED MODEL FORM OF AGREEMENT (“Model Agreement”) WITH THE PRFORMA (“Proforma”) AS SUBMITTED BY US:**

There are certain deviations in the Proforma Draft uploaded for the said Project *inter alia* those mentioned herein below:

1. Details of Promoter/s have been incorporated in detail (Kindly note that this land is of the sole ownership of the Promoter alone.)
2. Complete details of the land and history of title flow has been incorporated in the recitals.
3. Details of the Development rights acquired by the Promoter have been incorporated in the recitals.
4. The Agreement For Sale is same as Model AFS by MahaRERA and not modified except the Following points.

**M/s. M. S. Developers**



**Partner**

5. The following table denotes the changes made in clauses in the Promoter's Agreement for Sale.

6. Change in Clause number:

| Clause No. in Model Agreement | Clause No. in Promoter's Agreement | Description                      |
|-------------------------------|------------------------------------|----------------------------------|
| 7.3                           | 7.4 (Pg no.9)                      | No changes in the clause content |

7. Modified Clauses:

The modified part has been highlighted in the uploaded file on the Portal. The same has been added below in the Modification column.

| Clause No. in Model Agreement | Clause No. in Promoter's Agreement | Modifications                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------|------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                               |                                    | <b>Clauses</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 1(c) (viii)                   | 1. (Pg no.5)                       | The paragraph has been changed as the following:<br><br>Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 7.4                           | 7.5 (Pg no.5)                      | The 2 <sup>nd</sup> paragraph has been added as the following:<br><br>If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee 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 shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.<br>Provided the Allottee has not, during this period of five years, done any alteration/modification changes in the condition of the building/apartment handed over to him/her/them by the Promoter. Any such change by the Allottee shall amount to breach of this condition & in which situation the builder/promoter shall not be liable to the Allottee under this clause. |
| 8                             | 8(Pg no.9)                         | The last sentence has been added as the following:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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/Godown. (\*strike of which is not applicable). He shall use the garage or parking space only for purpose of keeping or parking vehicle. Any Purchaser/s or occupier/s of any Apartment / property shall not use the same for any illegal or immoral purpose

29

29 (Pg  
no.17)

The entire paragraph has been changed as the following:

Stamp Duty and Registration: -

A)

The Apartment property in the Schedule below comes under Div. No. 14.178 in the Ready Reckoner maintained by the Joint Sub Registrar, Nanded & value of the Plot and RCC Constructed property under sale is Rs...../- & ...../- per sq. mtr. as per the said Reckoner. Accordingly, the total valuation of the Apartment under present Agreement to Sale comes to Rs. /-as per Ready Reckoner. Somehow, the actual Sale Price of the said Apartment as agreed between the parties hereto is Rs- (Rs. ).

Therefore, the requisite Stamp duty & Registration Charges are paid on higher of the above two figures i.e. on Rs.\_\_\_\_/-for the purpose of Registration of this Agreement.

B)

The Purchaser has/have paid the entire expenses for execution of this Agreement like Stamp Duty, Registration Charges, etc. Besides, the Purchaser shall solely be liable to pay all such other expenses which will be

|                 |                                  |                                                                                                                                                                                                                                                                                                                                                                                      |
|-----------------|----------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                 |                                  | <p>required to be incurred at the time of execution of final sale/conveyance deed of the said Apartment either in his favour or in favour of the said Society, etc. of which the Purchaser/s will be a member.</p>                                                                                                                                                                   |
| Second Schedule | Second Schedule(Pg no.18 and 19) | <p>The 1<sup>st</sup> paragraph has been added as the following:</p> <p>All piece and parcel of the Flat/Family Unit No. _____ situated on _____ Floor of "PRAYAGRAJ A" out of Land Gut No.320 &amp; 321 having Carpet Area as per RERA Act</p> <p>admeasuring _____ sq. mtrs. i.e. ( _____ )</p> <p>&amp; bounded on-</p> <p>East :</p> <p>West :</p> <p>North :</p> <p>South :</p> |

**8. Newly Added Clauses/Recital:**

The following clauses/recital, which are not in Model AFS, have been added in our AFS

| Clause number in Promoters Agreement | New Clause                                                                                                                                                                                                                                                                                                          |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 (i) (Pg no.6)                      | If the Purchaser/s want to make any changes in the internal structure of the Apartment or get certain additional amenities in his/her/their Apartment shown to them as per their needs & requirements apart from the agreed internal structure and all those amenities agreed to be provided by the Promoters, then |

|                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     | <p>he/she/they shall be liable to bear its entire extra cost at the prevailing market rates as decided by the Promoters and the same will be provided only if the same are allowed to be carried out in the Revised construction permission, if required, from the concerned authorities. The cost of obtaining such revised permission shall also be borne by the purchaser/s and delay, if any, occurred in obtaining such permission consequently leading to delay in the agreed date of delivery of possession shall be the sole responsibility of the purchaser/s</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 7.3 (Pg no.8 and 9) | <p>The Promoter will put the Allottee in possession of the agreed property only after full receipt of payments of Sale Price and other charges, expenses, taxes, cess or deposits due to the Promoter under this Agreement have been cleared in full by the Purchaser/s, regardless of whether work in other Units and in Common Areas or facilities and amenities has been completed or not &amp; the Purchaser shall have no rights to procrastinate the payment of residue agreed amount to the Promoters on the ground of incompleteness of works of other units or that of the Common Areas &amp; Amenities. Somehow, if the entire construction work of the house property under present contract is completed before the aforesaid agreed date of possession i.e. before 30<sup>th</sup> June 2026, then the Promoter will communicate such completion of work to the Purchaser in writing &amp; thereafter the Purchaser will have to pay the entire outstanding towards him/her/them to the Vendors &amp; get the sale deed executed in his favour of the present property within a period of 30 days from receipt of such notice.</p> |
| 14 (xiii)(Pg no.14) | <p>Besides, after the Purchaser/s' enquiry, the Promoters herein have requested to the Purchaser/s to carry out independent search of the said property by appointing his/her/their own advocate &amp; architect/ engineer technically to ask any queries, he/she/they had regarding the marketable title &amp; rights &amp; authorities of the Vendors herein, the plans, RCC designs &amp; specifications, drawings of the said property. The Purchaser/s</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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|-------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                   | has/have satisfied himself/herself/themselves in respect of the marketable title, rights & authorities of the Vendors herein, the plans, RCC designs & specifications, drawings of the said property & therefore, has/have freely agreed to purchase the said property which is more particularly described in the "Schedule of Property "hereinbelow & no any queries of the Purchaser/s shall be entertained by the Promoters regarding any such issue/s at any time in future.                                                                                                                                                                                                            |
| <b><u>Technical Specifications of The Property (Pg no.19)</u></b> | That, the Gut No. of the Property is 320 & 321 the total area of the project is 539.25 sq mtrs. Gunthewari permission of said plot number 4 vide order no 3437 dated 29.06.2022 and plot number 5 vide order no 2863 dated 20.05.2011 is sanctioned by The Commissioner, Nanded Waghala Municipal Corporation Nanded also Construction Permission of the said M/s. MS DEVELOPERS Project is sanctioned by the ADTP, Nanded Waghala City Municipal Corporation, Nanded vide its Letter bearing Outward No. DDMCW/2023/APL/03094 DATE 08.11.2023 .“PRAYAGRAJ A” is also registered with Maharashtra Real Estate Regulatory Authority (MAHARERA) & the Registration Number of the same is ____. |

**9. Clauses Excluded:**

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| 1 (a) (ii) |
| 15 A       |

We hereby confirm the same.

Date: 12/01/2024

M/s. M. S. Developers

  
Partner