



Balaji Buildcon

L- 42, Arvi Road, Near Hanuman Mandir
New Mhada Colony, Pipri (Meghe)
Post Manas Mandir, Wardha- Maharashtra- 442001

Ref No

Date

Date: 13-09-2022

To
The MahaRERA

Subject: Deviation Report for Model Form of Agreement

Ref: All that piece & Parcel of land called as "Balaji Pride" bearing Survey No.39/3, 41/1, 41/2, 42/2 & 43/2 Division-Nagpur, Village-Mauza-Pipari, Taluka-Wardha & District- Wardha, PIN: 442001.

Respected Sir,

I, Harshad Misal hereby specify that we have not added any points in Agreement to Sale. All other points are as per the Model Form of Agreement.

1.d The Purchaser does hereby state and declares that it shall be the sole liability and responsibility of the Purchaser 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 Purchaser from the Sale Consideration payable to the Developer / Promoter / Confirming Party and to credit the same in the appropriate account of Income Tax Department.

1.f THAT the Developer / Promoter / Confirming Party shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser shall enter into any building contract in respect of Shop with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchaser shall be void and shall not be binding upon the Developer / Promoter / Confirming Party.

1.g THAT during the period of building construction the Purchaser with Two days advance intimation to the Confirming Party, may enter upon the said Plot of land to inspect the Plans, specifications, Building materials if available at site and also the workmanship undertaken on the site.

7.3 THAT the Purchaser hereby agrees not to occupy the said Shop without prior written permission of the Developer / Promoter / Confirming Party else Purchaser shall be treated as a trespasser.

7.4 THAT the Vendors/Confirming Party does hereby agree with the Purchaser 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 Purchaser the Vendors/Confirming 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 Shop hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force provided that the Purchaser shall have also paid the entire agreed cost of construction of the Shop chosen by the Purchaser to the Confirming 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 Purchaser jointly with the other Co-owners thereof. However the Shop chosen by Purchaser in the proposed multistoried building shall be owned and possessed by the Purchaser 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.

Even after registration of the Sale Deed in favour of Purchaser, the Purchaser shall permit the Developer / Promoter / Confirming Party and their surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view, examine and/or execute any changes as may required as per

direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof.

7.7 THAT the Purchaser 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 Shop and not cause any damage to the structural portions. In the like manner the Purchaser 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 Purchaser, then in such event Purchaser will be solely responsible for any consequences which may arise. The Purchaser shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby.

The maintenance of Shop is the primary responsibility of the Purchaser and she/he/they shall always take necessary precautions and preventive measures to ensure that the Shop is maintained in a good condition. She/he/they shall not cause any such activity that will be harmful to adjoining neighbours and for the building structure.

The Purchaser shall carry out at their own cost all internal repairs to the said Shop and maintain the Shop in the same condition, state and order in which it was delivered by the Developer / Promoter /

Confirming Party to the Purchaser and shall not do or suffer to be done anything in or to the building in which the Shop is situated or the Shop which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

The Purchaser shall not demolish or cause to be demolished the Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop is situated and shall keep the portion, sewers, drains and pipes in the Shop and the appurtenances thereto in good tenable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Shop is situated and shall not chisel or in any other Manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Shop without the prior written permission of the Developer / Promoter / Confirming Party and/or the Society or the Limited Company

The Purchaser shall not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop in the compound or any portion of the said land and the building in which the Shop is situated.

8.2 THAT it is understood by the Purchaser that the Developer / Promoter / Confirming 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 Purchaser will neither object/disturb it, nor obstruct its visibility in any way. The Developer / Promoter / Confirming Party shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Confirming Party.

9.1 That the Developer / Promoter / Confirming Party has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act is duly registered. 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 Purchaser and her/his/their successors in title.

9.2 THAT the Purchaser 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 Apartment Owners interse, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made there under.

9.3 THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities as may be provided in the said Multistoried Building shall be of common use of all the Shop/Apartment Owners in the said building and shall always remain undivided and no partition or division of any part thereof will be effected or carried out by the Purchaser severally or jointly with any other Shop/Apartment Owner or Owners.

10.vii It is specifically understood and agreed by the Purchaser that the prospectus and other advertising material published by the Developer / Promoter / Confirming Party's from time to time in respect of the project contain various features such as furniture's, plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Developer / Promoter / Confirming Party's and Purchaser. The details mentioned in Schedule C and D hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications;

10.x The Developer / Promoter / Confirming Party confirms that the Developer / Promoter / Confirming Party is not restricted in any manner whatsoever from selling the said Shop to the Purchaser in the manner contemplated in this Agreement;

10.xi The provisions of The Maharashtra Apartment Ownership Act, 1970 shall be applicable to this Agreement.

10.xii At the time of execution of the Sale Deed of the Shop in favour of the Purchaser, the Developer / Promoter / Confirming Party shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;

10.xv The Purchaser is fully aware that water connection for said Scheme is not yet obtained from Grampanchayat due to non availability of the said services by the Grampanchayat, Pipri (Meghe) and that the demand for water will be fulfilled either through bore-well or through any other available source. The Developer / Promoter / Confirming Party will only create suitable infrastructure for storage water treatment of this raw water, which will treat the water as per domestic and drinking consumption standards. The Purchaser agrees to pay the necessary water charges, tanker charges and is fully aware about this fact and shall not take any objection regarding this matter and shall keep Grampanchayat/sanctioning authority/Developer / Promoter / Confirming Party indemnified at all times.

11.ii The Purchaser hereby specifically agrees with the Developer / Promoter / Confirming Party that even after taking over the actual possession of the Shop chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Developer / Promoter / Confirming Party in any way in carrying on and completing the work of other Shop/Apartments in the said building and keeping building materials on the available open land.

11.vi The Purchaser hereby specifically agrees with the Developer / Promoter / Confirming Party that even after taking over the actual possession of the Shop chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Developer / Promoter / Confirming Party in any way in carrying on and completing the work of other Shop/Apartments in the said building and keeping building materials on the available open land.

11.xi The Purchaser shall observe and perform all the rules and regulations which the Association of the Apartment Owners may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Shop/Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners regarding the occupancy and use of the Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.

11.xii Till handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Developer / Promoter / Confirming Party and their surveyors and agents, with or without workmen and others, at all reasonable times, to

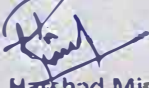
enter into and upon the said building or any part thereof to view and examine the state and condition thereof.

11.xiii In case some of the Shops/Apartments in the said Project remains unsold, even after completion of the same, then the Developer / Promoter / Confirming Party shall bear and pay the 25% of regular Maintenance Charges payable for such unsold Shops/Apartments.

Thanking You

Your's Faithfully

For,



Harshad Misal
Promoter
Balaji Buildcon