NANIK ENTERPRISES

BUILDERS & DEVELOPERS

OFFICE: SHOP NO.4, NANIK'S ASHTAVINAYAK ARADHANA PLOT. 496, POWER GRID SQUARE, NARI RING ROAD NAGPUR – 440026, **MOBILE NO**. 9922413885 | **E-MAIL** :rerananikgroup@gmail.com | **Website** :www.nanikgroup.com

To,

MahaRERA
6 & 7th Floor, Housefin Bhavan,
Plot No. C-21, E-Block
Bandra Kurla Complex,
Bandra (E), Mumbai-400 051

MahaRERA
Administrative Building No.1.
Civil Lines, Nagpur-440 001.

Subject: Deviation Report for Agreement to Sale for the project **NANIK'S ASTHAVINAYAK BHAKTI - 4** by **M/s NANIK ENTERPRISES.**

Respected Sir.

I. MRS.BHAWANA.MAHESH.SADHWANI Proprietor of **M/s NANIK ENTERPRISES** landowner & developer in project **NANIK'S ASTHAVINAYAK BHAKTI - 4** proposed to be constructed on ALL THAT piece or parcel of the land at Plot No.7,8,9,10,11,12,13,14,15,16,21,22&R-3, City Survey no. 237, Sheet No. 73, Mankapur Ring Road, Mouza – Gorewada, Nagpur, out City Survey No. 237, Sheet No. 73, of Mouza – Gorewada, 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 the Building Project

We are holder of land. We are undertaking the said project of construction of Residential Flats.

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 Byelaws 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

M/s. Nanik Enterprises
B. M. Sadhwani
Proprietor

RERA Website, we have made some appropriate changes in the words that are not applicable to us are in "Red Colour'' and words/paragraph are added/inserted are in "Green Colour" such words from the Agreement to Sale Uploded on the Rera website, which like produced below:

WHEREAS by and under a Lease/ an Agreement for Lease dated the day of .....20.... made between..... of the One Part (hereafter referred to as "the Lessor") and the Promoter of the Other Part, the Lessor agreed to grant 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 to 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 ls the piece of 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

1(a)(i) The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee Apartment No..... having carpet area admeasuring..... Sq. meters on.....floor of the complex/building known as **"NANIK'S ASTHAVINAYAK BHAKTI - 4"** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexures C-1 and C-2 for the consideration of Rs..... Including Rs..... only, being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule annexed herewith. (The price of the Apartment including the proportionate price of the common areas and facilities and parking spaces should be shown separately).

(ii) The Allottee hereby agrees to purchase from the promoters and the promoters hereby agrees to sell the Allottee garage bearing Nos_ situated at Basement and/or still and/or podium being constructed in the layout for the consideration of rs. /-

(ii) The Allottees hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing No..... situated at Basement and/or still and /or podium being constructed in the layout for the consideration of Rs/-.

1(b) The total aggregate consideration amount for the Apartment including garages/covered parking spaces is thus Rs. ---------- /-

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The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the VENDOR by way of GST and 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 VENDOR up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the VENDOR all such Taxes & Insurance Premium as and when demanded and shall always keep the VENDOR indemnified against the same. In the event of Changes of GST Provisions, the increased or decreased incidence of Tax (GST) shall be required to be paid by the Purchaser. It shall be obligatory on the part of Purchaser to pay the amount of GST etc simultaneously with the payment of each installment.

1(f) The Vendor Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @-----% per annum for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revisions/ withdrawal, once granted to an Allottee by the Vendor/ Promoter

THAT the VENDOR 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 Apartment 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 VENDOR.

THAT during the period of building construction the Purchaser with Two days advance intimation to the VENDOR, may enter upon the sail Plot of land to inspect the Plans specifications. Building materials if available at site and also the workmanship undertaken on the site Provided further that the VENDOR shall not deliver the actual physical possession of the said Apartment/Apartment to the Purchaser until the entire Consideration including also the charges for installation of Electric and Water Meters, Legal Expenses, Stamp Duty and Registration Fees and Service Tax, GST. VAT Tax, etc. are paid by the Purchaser in full to the VENDOR hereto.

THAT the Purchaser hereby agrees not to occupy the said Apartment/Apartment without prior written permission of the VENDOR else Purchaser shall be treated as a trespasser.

THAT the VENDOR 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 VENDOR will execute a proper Sale Deed relating to the Undivided share and interest in the Said Plot of land and also the entire RCC Superstructure comprising Apartment hereby sugrel to be sold in favor 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 the Purchaser shall have also paid the entire agreed cost of construction of the Apartment/Apartment chosen by the Purchaser to the VENDOR

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 Purchases jointly With the other Co-owners, thereof However the Apartment chosen by Purchaser in the proposed multistoried building shall be owned and possessed by the Purchaser, exclusively with heritable and transferable rights

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therein. The common areas and facilities shall vest with the Association of the Apartment/Apartment Owners for the purpose of maintenance

7.4 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 Vendor/Promoter any structural defect in the Apartment or the building in which the Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Vendor/Promoter at their own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Vendor/Promoter, compensation for such defect in the manner as provided under the Act.

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 Apartment and not cause any damage to the structural portions fit 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,

THAT it is understood by the Purchaser that the VENDOR shall display any type of Board, sense, banners etc. on any exterior part of building proposed to be constructed on the said Plot band and the Purchaser will neither object/disturb it, nor obstruct it's visibility in any way The VENDOR shall not pay, nor the Purchaser shall demand any rent etc for any signs displayed by the VENDOR

That the VENDOR has decided to debeate the ad Project to the provisions of The Maharashtra Apartments Ownership Act. 1970 and a Deed of Declaration u/s 2 of the said Act. Thus, the said Project will be governed by the provisions of The Maharashtra Apartments Ownership Act 1970. The provision of The Maharashtra Apartments Ownership. Act, 1970 as well as the terms and condition contained in the said Deed of Declaration and the Bye law's appended thereto shall always remain, binding upon the Purchaser and her/his/their successors in title.

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 casement rigors of the other Apartment Owner, gets, in accordance with the provisions of The Maharashtra Apartments Ownership Act 1970 and rules made thereunder.

THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration i.e, besides Block A towards Northern direction), the common areas and common facilities as may be provided in the sold Multistoried Building shall be of common use of all the 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 Apartment/Apartment Owner or Owners.

The VENDOR shall dedication of the said property to the provisions of The Maharashtra Apartments Ownership Act, as aforesaid, cause to be transferred to the said Association of Owners, all the right, title and the interest of the VENDOR/ VENDOR and/or the owners in The said structure of the Building or wing in which the said Apartment is situated.

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9 The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering The Society or Association or a Limited Company to be known by such name as me Promoter may decide and for this purpose also from time to time sign and execute the applications for registration and/or memberships and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye- laws of the proposed Society/Association as duly fill in, sign and return to De Per within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register. Common organisation of Allottee No-objection shall be taken by the Allotee if any, changes or modifications are made in the draft byelaws of the Memorandum and/or Articles Association, as in the required by the Registrar of Co-operative Societies or the Region of Companies, as the case may be or any other Competent Authority.

9.1 The Promoters shall within three months of registration of the Society or Association of limited Company, as aforesaid cause to be transferred to the society Association or Limited Company the right title and the interest of the
Vendor/Lessor/Original Owner/Promoter and/or the owner sad structure of Building or wing in which the said 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 Vendor/Lesson/Original Owner/Promoter and/or the owners in the project land name the building with multiple wings or buildings are constructed

9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the 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 the Apartment) of outgoings in respect of the project land and Building's namely local taxes, betterment charges or such other levies by the concerned local authority and for Government water chips, insurance, common lights, repairs and salaries of desk bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building's. Until the Society or Limited Company is formed and the said structure of the building/s. or wings 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 Allottee's share is so determined the Allottee shall pay to the promoter provisional monthly contribution of Rs. …….. per month towards the outgoings. 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 or wings is executed in favor of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the promoters 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.

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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 substation in layout

11. The Allottee shall pay to the Promoter a sum of Rs. ..... for meeting all legal costs, charges and expenses including professional cost of the Attorney –at- Law/advocates of the promoter in connection with formation of the said Society of Limited Company, or Apex Body or Federation and preparing its rules, regulations and byelaws 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 or such conveyance or lease of 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 charge payable, by the still 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 favor of the Apex Body or Federation.

METHOD OF CALCULATION OF PROPORTION SHARE WHEREVERREFERRED TO IN THE AGREEMENT

Wherever in this agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the local the total carpet area of all the Apartment/Row Houses in the Project.

Hence this report.

Thanking You

M/s. Nanik Enterprises
B. M. Sachdeva
Proprietor

Date 13/06/2023
NAGPUR

Yours Faithfully
For Nanik Enterprises