AKS INFRASTRUCTURE

Date: 01-09-2022

To
The MahaRERA

Subject: Deviation Report for Model Form of Agreement

**Ref:** All that piece & Parcel of land called as "Vastu Square" bearing **Survey No.172/2** Division-**Nagpur**, Village- **Hudkeshwar,** Taluka & District-**Nagpur.**

Respected Sir,

I,Yusuf Najmuddin Kanchwala hereby specify that we have added following points in Agreement to Sale. All other points are as per the Model Form of Agreement.

**Points that have been added are as follows:**

1.e THAT the Vendor shall be exclusive in-charge of the construction without any let or hindrance or interference by the Purchaser/s or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser/s 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/s shall be void and shall not be binding upon the Vendor,

**4.2 Provided Further that,** upon termination of this agreement as aforesaid, the Vendor shall refund to the Purchaser/s after deducting up to 10% of the Consideration Amount towards adjustment and recovery of any agreed liquidated damages or any and other administrative expenses or any other amount which may be payable to Vendor. Balance amount (if any) shall be refunded within 30 days of termination. In the event of termination Vendor is not responsible to refund any taxes and duties such as GST, stamp duty and registration charges which were paid to the Government and the Purchaser/s shall apply for refund at their own effort and cost.

**7.4** THAT the Purchaser/s 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 Purchaser/s 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

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Purchaser/s, then in such event, Purchaser/s will be solely responsible for any consequences which may arise. The Purchaser/s shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby.

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

The Purchaser/s shall carry out at their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor to the Purchaser/s and shall not do or suffer to be done anything in or to the building in which the Apartment is situated or the Apartment 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/s committing any act in contravention of the above provisions, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

The Purchaser/s shall not demolish or cause to be demolished the Apartment 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 Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment 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 Apartment without the prior written permission of the Vendor and/or the Society or the Limited Company

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

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**9.3** That the Vendor 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, which is duly registered in the Office of the Sub-Registrar, Nagpur Gramin-10 in Book No. 1 at Sr. No. .....on ..... 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/s and her/his/their successors in title.

**9.4** THAT the Purchaser/s 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.

**9.5** 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 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/s severally or jointly with any other Apartment Owner or Owners.

**9.6** The Vendor shall, after execution of Sale Deeds of all the Apartments in the said Building, cause to be transferred to the said Association of Apartment Owners, all the right, title and the interest of the Vendor and/or the owners in the said structure of the Building or wing in which the said Apartment is situated.

**9.8** The Promoter and Vendor both hereby agrees that the relevant Act under which the Apartment Scheme is constructed, accordingly, the points as specified from 9.0 to 9.7 will be made applicable to both the parties.

**10.ii** The Vendor shall have every right to change and appoint any new consultant as per his discretion &choice.

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**10.vi** It is specifically understood and agreed by the Purchaser/s that the prospectus other advertising material published by the Vendor'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 Vendor's and Purchaser/s. hereunder are considered as final, definitive duly negotiated and binding between the parties and supersedes all earlier communications;

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

**xii.**At the time of execution of the Sale Deed of the Apartment in favour of the Purchaser/s, the Vendor shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners;

**xiii.** The Vendor has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the date of completion of the said project.

**xv.** The Purchaser/s is fully aware that water connection for said Scheme is not yet obtained from Municipal Corporation/Grampanchayat and that the demand for water will be fulfilled either through bore-well or through tanker or any other available source. The Vendor will only create suitable infrastructure for treatment of this raw water, which will treat the water as per domestic and drinking consumption standards. The Purchaser/s 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 Municipal Corporation/sanctioning authority/ Vendor always indemnified.

**xvi.** The terrace space adjacent to the Apartment shall belong exclusively to the respective Purchaser/s of the Apartment and such terrace spaces are intended for the exclusive use of the respective Purchaser/s. The said terrace shall not be enclosed by the Purchaser/s till the permission in writing is obtained from the concerned local authority and the Vendor or the Association/Condominium/ Society as the case may

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be shall be kept indemnified from any penal action at all times.

**11.ii.** The Purchaser/s hereby specifically agrees with the Vendor that even after taking over the actual possession of the Apartment chosen by Purchaser/s, the

Purchaser/s will not object or prevent or obstruct the Vendor 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.

**11.vi.** Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Purchaser/s 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.** THAT the said property is believed and shall be taken to be correctly described in the Schedule hereunder written and be sold subject to the outgoing agreements, restrictions and rights of the other co-owners of the remaining Undivided share in the said Plot of land and shall not annul this contract/Agreement, nor shall any compensation be allowed in respect thereof to the Purchaser/s, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

Thanking you,
Yours faithfully,

Yusuf Kanchwala
(AKS Infrastructure)

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