

Ref. No.

Date : 28/10/2022

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 "OFFICERS ENCLAVE" by M/s
SANDESH INFRASTRUCTURES PVT LTD.

Respected Sir,

I, **DILIP s/o PRALHADRAI AGRAWAL**, Director/Proprietor of M/s **SANDESH INFRASTRUCTURES PVT. LTD.** landowner & developer in project **OFFICERS ENCLAVE** proposed to be constructed on ALL THAT piece or parcel of the land or ground situated Kh. Survey No. 36/2, admeasuring about 93.0 0.00 Aar Sq. Mtrs. (9300.00 Sq. Mtrs.), Land Revenue Rs. 761.00, with Occupant Class 1 Bhumiswami Rights, in Mauza : BELTARODI, P. H. No. 34, Tahsil : NAGPUR (RURAL), District : NAGPUR, 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 cum Commercial Units/ Apartments/Shops. The said project land lying and being in outside processing area of the MIHAN Notified Area.



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

WHEREAS by and under a Lease / an Agreement for Lease dated the day of 20..... made between of the One Part (hereinafter referred to as " the Lessor") and the Promoter of the Other Part, the Lessor agreed to grant unto 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 for 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 datedday 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 to the piece or 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/Shop No. having carpet area admeasuring sq. meters on floor of the complex/building known as "OFFICERS ENCLAVE"



(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 Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos _ situated at Basement and/or stilt and /or _podium being constructed in the layout for the consideration of Rs. /-.
- (iii) The Allottee 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 stilt 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. _____/-.

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 shop. 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 preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/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 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 VENDOR.

THAT during the period of building construction the Purchaser with Two days advance intimation to the VENDOR, 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.

Provided further that the VENDOR shall not deliver the actual physical possession of the said Apartment/shop 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/Shop 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 R.C.C. Superstructure comprising Apartment/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 the Purchaser shall have also paid the entire agreed cost of construction of the Apartment/Shop 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 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/Shop 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., Partis 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.

THAT it is understood by the Purchaser that the VENDOR 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 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 dedicate the said 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 provisions of The Maharashtra Apartments 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.

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 Shop Owners interest, in accordance with the provisions of The Maharashtra Apartments Ownership Act, 1970 and the 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 said Multistoried Building shall be of common use of all the Shop 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/Shop 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 Shop is situated.

9. The Allottee along with other allottee(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 the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership 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" and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

9.1 The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society, "Association" or Limited Company all the right, title and the interest of the Vendor/Lessor/Original Owner/Promoter and/or the owners in the said structure of the 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/Lessor/Original Owner/Promoter and/or the owners in the project land on which 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/or Government water charges, insurance, common lights, repairs and salaries of clerks 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 wing is executed in favour 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 Promoter 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.
- (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 Sub Station provided in Layout

11. The Allottee shall pay to the Promoter a sum of Rs. for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws 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 on such conveyance or lease or 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 charges payable, by the said 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 favour of the Apex Body or Federation.

METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED 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 total carpet area of all the Apartments/Row Houses in the Project.

Hence this report.

Thanking You

Date- 28-10-2022

NAGPUR

Yours Faithfully

For Sandesh Infrastructures Pvt. Ltd.



(Director / Attorney)