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RCPL/GEN/2458
Date: 30/10/2022

WHOMSOEVER IT MAY CONCERN

Reference : MahaRera Project Registration No: REA5050012099

Name of the Project : Digvijaya Apartment

Above mentioned project will be constructed at: Plot no 81, being portion of Khasra No. 75 of Mouza- Ambazari having City Survey No.501, Sheet No.32, situated at plot no.81, Shivaji Nagar, Nagpur, Tahsil and District-Nagpur.

Following are the deviations in draft agreement for sale from Model agreement for sale

- 1) Since, this building is under provision of Maharashtra Apartment Ownership Act. 1961, the word "ALLOTTEE" is replaced by "PURCHASER".
- 2) Following Paragraphs are Eliminated/Not Considered from Original Annexure-A(Rule 10(1)) as enclosed.

For Raghukul Constructions Pvt. Ltd.


Director

Date: 30/10/2022



Encl: a) Deviation in AFS in tabular form

Clause	Reason
WHEREAS by an Agreement/Conveyance dated day of 20..... and executed between the One Part (hereinafter referred to as "the Vendors ") and the Promoter of the Other Part, the Vendor agreed with the Promoter for the absolute Sale to the Promotoran immovable property being piece and parcel of freehold land bearing Survey No. lying and being Survey No. at in the Registration sub-District of admeasuring Sq. Mtrs. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land"). OR 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 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 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	Not Applicable

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Director

AND WHEREAS the Vendor/Promoter are entitled and enjoined upon to construct building on the project land in accordance with the recitals hereinabove; AND WHEREAS the Vendor/Promoter is in possession of the project land.	
AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1. AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2	This is a standalone building and the clause pertains to layout.
AND WHEREAS the authenticated copies of the plans of the Layout as approved by the concerned Local Authority have been annexed hereto and marked as Annexure C-1. AND WHEREAS the authenticated copies of the plans of the Layout as proposed by the Promoter and according to which the construction of the buildings and open spaces are proposed to be provided for on the said project have been annexed hereto and marked as Annexure C-2	This is a standalone building and the clause pertains to layout
1(a) 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. /- 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. /-.	The purchaser shall be allotted one covered car parking space. Allotment of which shall be made by draw system in presence of all flat owners of the building after completion.
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 revision/withdrawal, once granted to an Allottee by the Vendor/Promoter.	No provision for rebate on Early Payments, hence deleted



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4.1) The Allottee agrees to pay to the Vendor/Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Vendor/Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Vendor/Promoter.	Interest for delay in payment of instalments is not charged.
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 Vendor/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 Vendor/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.	Since the building is under the provisions of Maharashtra Apartment Ownership Act wherein Apartment Owner's Association is formed by confirming after completion of building hence no such expenses is involved.
13(ix)-At the time of execution of the conveyance deed of the structure to the association of allottees the Vendor/Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Allottees;	As this building is under the provisions of Maharashtra Apartment Ownership Act, wherein individual purchaser gets his undivided share of land along with construction transferred in his name by way of sale,hence deleted
14(xi) Till a conveyance of the structure of the building in which Apartment is situated is executed in favour of Society/Limited Society, the Allottee shall permit the Vendor/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof. 14(xii)Till a conveyance of the project land on which the building in which Apartment is situated is executed in favour of Apex Body or Federation, the Allottee shall permit the Vendor/Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.	As this building is under the provisions of Maharashtra Apartment Ownership Act, wherein individual purchaser gets his undivided share of land along with construction transferred in his name by way of sale. Provisions of deed of declaration and bylaws appended thereto shall be binding on the purchaser hence deleted.

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23). 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.

As this building is under the provisions of Maharashtra Apartment Ownership Act, wherein undivided share of common areas is included in land share

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 **Director**