EASTORIA BUILDERS & DEVELOPERS
N 16 "SAHARSH" Surya Nagar Kalamna
Market Ring Road, Nagpur 440035
09890635466, 09970095210
eastoriasmartcity@gmail.com
www.eastoria.co

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 EASTORIA GRACE"by **M/S EASTORIA BUILDERS AND DEVELOPERS LLP**

Respected Sir,

I,**SHRI HARSWARDHAN S/O PANDIT NAGPURE**, Partner of **S EASTORIA BUILDERS AND DEVELOPERS LLP**one of the landowner &partner of developer in projectESTORIA GRACE proposed to be constructed on ALL THAT piece or parcel of the land PIECE AND PARCEL of land being amalgamated Plot No. 3, 4 AND 5 in all admeasuring about 2051.70 Sq. Mtrs. in the residential layout on Kh No.59, 62/1, 62/2, 62/3, 62/4 and 62/5 of Mouza: Bharatwada, bearing City Survey No. 204/3, 204/4 and 204/5, Sheet No. 47 & 59, Municipal House NO. 868/A/3, 868/A/4 and 868/A/5 respectively, Ward No. 21, situated at Bharatwada, Nagpur, within the limits of Nagpur Municipal Corporation, Tahsil and 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 BuildingProject.

We are holder of land. We are undertaking the said project of construction of Residential cum CommercialUnits/ Apartments/Shops.

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 arein "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 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

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 "ESTORIA GRACE" (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.

03. The PROMOTER hereby declares that the Floor Space Index available as on date in respect of the project land is as per the Building Plans sanctioned by the Competent Development Authority. The PROMOTER has disclosed the Floor Space Index of Buildings as proposed to be utilized by it on the project land in the said Project and ALLOTTEE/PURCHASER/S has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the PROMOTER by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to PROMOTER only.

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.

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.

Provided further that in case of any change or modification to the Specification are affected at the request of the PURCHASER/S, then the defect Liability will not be applicable to such modified Specification items. Similarly if the PURCHASER/S has made modifications, changes or repairs and alterations to the Apartment resulting in damages

of any nature, then under such circumstances thePromoter shall not be liable for make good of the defect.

9.5 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 thereunder.

10. The ALLOTTEE/PURCHASER/S shall on or before delivery of possession of the said premises will pay to the PROMOTER, the following amounts:-

(i) The actual amount paid to the Govt. Authorities for obtaining the Electric / Water Meter and share in installation of Transformer.

(ii) An amount per Sq. Ft. of Carpet Area for the Maintenance Charges in advance as may be decided by the PROMOTER and the various Purchasers.

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 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.

15. That under the Podium Area on the said Plot of land as per sanctioned Plan wherein the activities of Fitness Centre, Open Garden, Club House etc. were to be carried out by the PROMOTER or its agency and for which a lumpsum amount OF Rs ..... (non refundable) i.e. club house development charges shall be payable by the PURCHASER/s or the unit purchasers or their successors – in – title of EASTORIA GRACE or any of the units in the adjacent projects of the PROMOTER in the area and the said members / purchasers of units has also to pay the monthly/yearly maintenance charges of the club house as may be decided by the PROMOTER and they shall be entitled to make use of the amenities of the Club on availability basis and as may be decided and regulated by the PROMOTER or the agency appointed by the PROMOTER time to time for operating the Club and amenity area. That the PROMOTER covenant with the PURCHASER that the said Amenities shall be only for the occupants of the EASTORIA GRACE and shall not allow the user of the same to the any third outsider party.

18. 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, but all the same such mis-statement, error omission will always be subject to correction by the parties hereto.

Hence this report.

Thanking You

Date-16-11-2022

NAGPUR

Eastoria
Builders And Developers LLP
Partner

Yours Faithfully

For M/S EASTORIA BUILDERS AND DEVELOPERS LLP