Date: 21st November 2022

DEVIATION REPORT- AGREEMENT TO SALE

Project Details

Shri Yashwant S/o Ajabrao Khodke (Authorized Signatory/Proprietor/Promoter), having its office at Plot No. J-13, Opposite Bank of Baroda, WHC Road, Laxmi Nagar Nagpur-440022 having a Residential Scheme called **"Vedant Amber""** Address:- Situated at Plot No.76, KH No.72/73, CTS No.2098/112, P H No.9, Sheet No.-40, Corporation Ward No. 75 admeasuring 441.28 Square Meter , Mouza: Khamla, Pande Layout, Taluka /District Nagpur-440025 .

Boundries: **Plot No.77** to the East, **30 Feet Wide Road** to the West, **Remaning Portion of Plot No.76** to the North & **Plot No.85** to the South.

I, **Shri Yashwant S/o Ajabrao Khodke (Authorized Signatory/Proprietor/Promoter)**, hereby declare as Under:

That the Agreement to Sale prepared by us and uploaded un MAHARERA website, which would be issued to allotees is as per MODEL Draft Provided by Maha RERA Authorities underMaha RERA Rule 10(1) of the Rules.

1. That there is no deviation in Agreement to Sale Draft uploaded on site and a draft provided by Maha RERA

Deviation Report Point Wise

Sr. No.	Particulars	DeviationIfAny
1.	RecitalofAgreement	NoDeviation
2.	PointNo.1- THAT, the aforesaid Project consists of a Multisoried Building consisting of Ground Floor and 7(SEVEN) Upper Floors. The Ground Floor shall be utilized for Parking. The Upper Floors shall consists of Separate Apartments to be constructed by the Promoter Party on the said Project Land in	NoDevaition

	accordance with the plans, designs and specifications as approved by the Competent local authority from time to time.	
3.	PointNo.1-a i) The Purchaser hereby agrees to purchase from the Promoter Party and the Promoter Party hereby agrees to sell to the Purchaser **Apartment No.** _____ of having **Carpetareaof**_____**Sq.Mtrs.**on the _____ **Floor** in the Building known as styled as **"_____'** (hereinafter referred to as "the Apartment") as shown in the Floor plan thereof hereto annexed and marked **Annexures B** for the total sale consideration of **Rs.** _____**/- (RUPEES** _____ **ONLY)** which includes : i) Rs. ___, 00,000/- towards cost of Apartment, iii) Rs. _____/- being the proportionate price of the common areas, facilities and Infrastructure cost 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. iv) No Allotted Parking/ No's Alloted Parking	NoDeviation
4.	PointNo.1-bThus the total aggregate consideration amount for the said Apartment **excluding Allotted Covered Parking Space,**	Added:**MSEB&watercharge (Infrastructurecost), Stamp**

	MSEB & water charge (Infrastructure cost), Stamp duty, Registration, Legal fees & association deposit is Rs. _____/-.	**duty,Registration,Legalfees& associationdeposit**
5.	PointNo.1-c***The Purchaser has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs .....(Rupees .....) in the following manner :-*** ***i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement*** ***ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located.*** ***iii. Amount of Rs...../-(.....) (not exceeding 70% of the total consideration) to***	NoDeviation

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	be paid to the Promoter on completion of the slabs including podiums and stilts ***of the building or wing in which the said Apartment is located.*** ***iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration)*** ***to be paid to the Promoter on completion of the walls, internal plaster, floorings*** ***doors and windows of the said Apartment.*** ***v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration)*** ***to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift*** ***wells, lobbies upto the floor level of the said Apartment.*** ***vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be*** ***paid to the Promoter on completion of the external plumbing and external*** ***plaster, elevation, terraces with waterproofing, of the building or wing in which*** ***the said Apartment is located..*** ***vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to***	

	be paid to the Promoter on completion of the lifts, water pumps, electrical ***fittings, electro, mechanical and environment requirements, entrance lobby/s,*** ***plinth protection, paving of areas appertain and all other requirements as may*** ***be prescribed in the Agreement of sale of the building or wing in which the*** ***said Apartment is located.*** ***viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of*** ***the possession of the Apartment to the Allottee on or after receipt of occupancy*** ***certificate or completion certificate.***	

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6.	PointNo.1-dThe above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Promoter Party by way of GST, 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 Promoter Party) up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Promoter Party all such Taxes & Insurance Premium as and when demanded and shall always keep the Promoter Party indemnified against the same. GST Provisions, the increased or decreed 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 as may be applicable) etc. simultaneously with the payment of each installment. The above mentioned total price/consideration excludes Taxes (consisting of tax paid or payable by the Promoter Party by way of GST, 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 Promoter Party) up to the date of handing over the possession of the said Apartment. The Purchaser specifically agrees to pay to the Promoter Party all such Taxes & Insurance Premium as and when demanded and shall always keep the Promoter Party indemnified against the	AddedThePurchaserspecifically agrees to pay tothe Promoter Party all suchTaxes & Insurance Premiumas and when demanded andshallalwayskeepthePromoterPartyindemnifiedagainstthesame.GST Provisions, the increased ordecreedincidenceofTax(GST) shall be required to bepaidbythePurchaser. Itshallbeobligatoryonthepartof Purchasertopaytheamount ofGST as may beapplicable) etc. simultaneously with thepayment of each installment.ThePurchaserdoesherebystateanddeclaresthatitshallbethesoleliabilityandresponsibility of thePurchasertopaytheamountofTaxDed

	same. GST Provisions, the increased or decreed 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 as may be applicable) etc. simultaneously with the payment of each installment.	uctedatSource(TDS) @ 1.00% and undertakentocredit thesameintheappropriat eaccountofIncomeTaxD epartment,ifapplicableat the time of Registration of theSale Deed. The said amountshallbededucted bythePurchaserfromthe SaleConsideration payable to thePromoter Party and to creditthesameintheappr opriate accountof Income Tax Department.

7.	PointNo.1-eThe Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Promoter Party undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter Party shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.	NoDeviation
8.	PointNo.1-fTHAT the Promoter Party 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 Promoter Party.	Added:

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9.	PointNo.1-gTHAT during the period of building construction the Purchaser with Two days advance intimation to the Promoter Party, 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.	Added:
10.	PointNo.1-hTHAT, the Promoter Party shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus The Promoter shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the	PointNo.1(g)ofModelAgreementbecomesa PointNo.1-hofDraftAgreement. **Added:** THAT, the Promoter Party shall confirm the final Carpet Area that has been agreed to be sold to the Purchaser after the construction of the said proposed Multistoried Building is complete and the Occupancy Certificate is granted by the Competent Authority. However it is understood by the Purchaser that the proposed construction is heterogeneous in nature comprising R.C.C. and Brickwork and particularly described in specifications appended hereto. It is understood by the Purchaser that shortcomings inherent to the heterogeneous nature of construction like those due to unequal contraction and expansion of unequal settlement of footings are likely to occur. It is agreed by the Purchaser that on account of practical constraints there will be an allowance of plus or minus

	Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Promoter shall demand additional amount from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.	
11.	PointNo.1-i:The Purchaser do hereby authorizes the Promoter Party to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter Party may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Promoter Party to adjust her/his payments in any manner.	Nodeviation:PointNo.1(h)ofModelAgreementbecomesaPointNo.1-iofDraft Agreement
14.	PointNo.2-1 THAT, the Promoter Party hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Purchaser, obtain from the concerned local authority occupancy and/or completion certificates in respect of the said Apartment.	NoDeviation

15.	PointNo.2-2 THAT, Time is essence for the Promoter Party as well as the Purchaser. The Promoter Party shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate or the completion certificate, as the case may be. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter Party as provided in clause 1 (c) herein above. **("Payment Plan")**.	NoDeviation
16.	PointNo.3 The Promoter Party hereby declares that the Floor Space Index available as on date @_____ in respect of the project land is _____ Square Meters only as per Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter Party has disclosed the Floor Space Index of _____ as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter Party by utilizing the proposed FSI if any and on the understanding that the declared proposed FSI shall belong to Promoter Party only.	NoDeviation

17.	PointNo.4.1 The Promoter Party hereby declares that the Floor Space Index available as on date @_____ in respect of the project land is _____ Square Meters only as per Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter Party has disclosed the Floor Space Index of _____ as proposed to be utilized by it on the project land in the said Project and Purchaser has agreed to purchase the said Apartment based on the proposed construction and sale of Apartments to be carried out by the Promoter Party by utilizing the proposed FSI if any and on the understanding that the declared proposed FSI shall belong to Promoter Party only.	NoDeviation
18.	PointNo.4.2 Without prejudice to the right of Promoter Party to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Promoter Party under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Promoter Party shall at his own option, may terminate this Agreement: Provided that, Promoter Party shall give notice of fifteen days in writing to the Purchaser, by Registered Post AD at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches and/or to make payment of defaulted installmentsalongwith interest payable thereon, as mentioned by the Promoter Party within the period of 15 (Fifteen) Days of such Notice, then at the end of such notice period, this Agreement shall	NoDeviation

	IPSOFACTO stand cancelled and terminated absolutely forever. Provided further that upon termination of this Agreement as aforesaid, the Promoter Party shall refund to the Purchaser, subject to deduction of a sum of Rs. 1,00,000/- (Rupees One Lakh) Only plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement, on the defaulted installments from the due date till the date of Cancellation, towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Promoter Party.	
19.	PointNo.5 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities like with particular brand or price range (if unbranded) to be provided by the Promoter Party in the said building and the Apartment as are set out in ***Annexure 'C', annexed hereto***.	NoDeviation
20.	PointNo.6 The Promoter Party shall give possession of the Apartment to the Purchaser on or before _____.If the Promoter Party fails or neglects to give possession of the Apartment to the Purchaser on account of reasons beyond his control and of his agents by the aforesaid date, then the Promoter Party shall be liable on demand to refund to the Purchaser the amounts already received by it in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter Party received the sum till the date the amounts and interest thereon is repaid. Provided further that the Vendor/Promoter Party shall not deliver the actual physical possession of the said	No Deviation

	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 etc. are paid by the Purchaser in full to the Promoter Party hereto. Provided further that the Promoter Party shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of – (i) war, civil commotion or act of God or any pandemic situation like COVID-19 etc ; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.	
22.	PointNo.7.1:Procedure for taking possession – The Promoter Party upon obtaining the Completion Certificate or Occupancy Certificate from the competent authority and the payment made by the Purchaser as per the agreement shall offer in writing or through email, the possession of the Apartment to the Purchaser in terms of this Agreement to be taken within 3 months (Three Months) days from the date of issue of such notice and the Promoter Party shall give possession of the said Apartment to the Purchaser. The Promoter Party agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter Party. The Purchaser agree(s) to pay the maintenance charges as determined by the Promoter Party or Association of Purchasers, as the case may be.	No Deviation

23.	PointNo.7.2The Purchaser shall take possession of the Apartment within 15 days of the written notice/email from the Promoter Party to the Purchaser intimating that the said Apartment is ready for use and occupancy	NoDeviation
24.	PointNo.7.3 **Failure of Purchaser to take Possession of Apartment:** Upon receiving a written intimation from the Promoter Party as per clause (7.1) the Purchaser shall take possession of the Apartment from the Promoter Party by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter Party shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.1 such Purchaser shall continue to be liable to pay maintenance charges as applicable, to the Promoter Party or the Association, if formed. Under such circumstances the restrictions as may be imposed by the Association shall remain binding upon the Purchaser.	NoDeviation
25.	PointNo.7.4 If within a period of five years from the date of handing over the Apartment to the Purchaser, the Purchaser brings to the notice of the Promoter Party any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter Party at his own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Promoter Party, compensation for such defect in the manner as provided under the Act.	NoDeviation

26.	PointNo.7.5 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 Apartment 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 Owners for the purpose of maintenance.	Added:
27.	PointNo.7.6 THAT the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Promoter Party else Purchaser shall be treated as a trespasser.	Added:
29.	PointNo.7.7 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. 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.	Added:
30.	PointNo.7.8THAT the Vendor/Promoter Party 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/Promoter Party 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 hereby agreed to be sold in favour of the Purchaser or the nominee(s)	Added:

	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 chosen by the Purchaser to the Promoter Party	
31.	PointNo.7.9 In case any defect found in the proprietary items used in construction of said Apartment, the Purchaser shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Promoter Party shall always cooperate and assist the Purchaser in this regard. It is specifically brought to the notice of the Purchaser that on account of extreme tropical climate, contraction and expansion result in hair cracks to walls and such hair cracks shall not be treated as defects. Provided further that in case of any change or modification to the Specification are effected at the request of the Purchaser, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Purchaser has made modifications, changes or repairs and alterations to the Apartment resulting in damages of any nature, then under such circumstances the Promoter Party shall not be liable for make good of the defect.	Added:
32.	PointNo.8.1The Purchaser shall use the Apartment or any part thereof or permit the same to be used only for purpose of *Residence" for carrying on any Residential use. He shall use the parking space only for purpose of keeping or parking vehicle.	NoDeviation
33.	PointNo.8.2 THAT it is understood by the Purchaser that the Promoter Party 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 it's visibility in any way. The Promoter Party shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Confirming Party.	Added:
34.	PointNo.9.1That the Promoter Party has decided to dedicate the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and an Amended Deed of Declaration u/s 2 of the said Act shall be executed after utilization of the proposed Floor Space Index and/or before execution of the Sale Deeds in favour of the Purchasers. 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 and her/his/their successors in title.	Added:DetailsofFormationofSocietyandbyeLawsofMaharashtra ApartmentOwnership Act,1970given (For More detailsPleasereferDraft Agreement)

35.	PointNo.9.2 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 Apartment Owners interest, in accordance with the provisions of The Maharashtra Apartment Ownership Act, 1970 and the rules made thereunder.	Added:ByeLawsof Maharashtra ApartmentOwnership Act,1970

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		given
36.	PointNo.9.3 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 severally or jointly with any other Apartment Owner or Owners.	Added:
37.	PointNo.9.4The Promoter Party shall, within 3 (THREE) Months from the date possession date or from the date execution of sale deed the right, title and the interest of the Vendor/ Promoter Party and/or the dedicate the property to the provisions of The Maharashtra Apartment Ownership Act, as aforesaid, cause to be transferred to the said Association of Apartment Owners, all owners in the said structure of the Building in which the said Apartment is situated. The Promoter shall not be held responsible for any delay on behalf of the association members for providing relevant information of members, executive body, Adhoc-committee members, bank account opening of association etcetc and for non-co-operation of members due to any reason whatsoever.	Modifiedwithmorespecificdetails:PointNo.9.1&9.2ofModelAgreementbecomesaPointNo.9.4ofDraftAgreement(ForMoredetailsPleaserefer DraftAgreement)
38.	PointNo.9.5 Within 15 days after notice in writing is given by the Promoter Party to the Purchaser that the Apartment is ready for use and occupancy, the Purchaser 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 viz. Municipal Corporation Taxes, Cesses, Non Agricultural Assessments, betterment charges or	NoDeviation:PointNo.9.3ofModelAgreementbecomesaPointNo.9.5ofDraftAgreement(For MoredetailsPleaserefer DraftAgreement)

	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 Association is formed and the said structure of the building/s or wings is transferred to it, the Purchaser shall pay to the Promoter Party such proportionate share of outgoings as may be determined. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Promoter Party provisional monthly contribution of as determined by the Promoter per month towards the outgoings from the date of possession/Sale deed & shall be deducted from the association deposit/corpus fund of members for the amount paid by the developer. The amounts so paid by the Purchaser to the Promoter Party shall not carry any interest and remain with the Promoter Party until handing over the management of the said Building to the Association of Apartment Owners.	
39.	Point No.9.6 THAT The Promoter shall, within three months of registration of the Society or Associationor Limited Company, as aforesaid, cause to be transferred to the society 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	No Deviation

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40.	Point No. 9.7 THAT 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.	No Deviation
39.	PointNo.10 The Purchaser 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.	NoDeviationPointNo.11ofModelAgreementbecomesaPointNo.10ofDraftAgreement
40.	PointNo.11 At the time of registration of conveyance or Lease of the structure of the building or wing of the building, the Purchaser shall pay to the Promoter, the Purchasers' 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 Purchaser shall pay to the Promoter, the Purchasers' 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.	NoDeviation:PointNo.12ofModelAgreementbecomesaPointNo.11ofDraftAgreement
41.	PointNo.12 **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER PARTY**: The Promoter Party hereby represents and warrants to the Purchaser as follows:	ModifiedwithAdditionofPointNo.(ix).PointNo.13ofModelAgreementbecomesaPointNo.12ofDraftAgreement

	i. The Promoter Party has clear and marketable title with respect to the project land, as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project; ii. The Promoter Party has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project; iii. There are no encumbrances upon the project land or the Project except those disclosed in the title report; iv. There are no litigations pending before any Court of law with respect to the project land or Project except those disclosed in the title report; v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, project land and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter Party has been and shall, at all times, remain to be in compliance with all	

	applicable laws in relation to the Project, project land, Building/wing and common areas; vi. The Promoter Party has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected; vii. The Vendor and/or Promoter Party has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the project land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement; viii. The Promoter Party confirms that the Promoter Party is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement; ix. The provisions of The Maharashtra Apartment Ownership Act, 1970 shall applicable to this Agreement. x. At the time of execution of the Sale Deed of the Apartment in favour of the Purchaser, the Promoter Party shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners; xi. The Promoter Party 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. xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received or served upon the Vendor and/or the Promoter Party in respect of the project land and/or the Project except those disclosed in the title report	
42.	PointNo.13 The Purchaser or herself/himself/themselves with intention to bring all persons into whosoever hands the Apartment may come, hereby covenants with the Promoter Party as follows :- i. To maintain the Apartment at the Purchaser's own cost in good and tenantable repair and condition from the date that of possession of the Apartment is taken and shall not do or suffer to be done anything in or to the building in which the Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the building in which the Apartment is situated and the Apartment itself or any part thereof without the consent of the local authorities, if required. ii. The Purchaser hereby specifically agrees with the Promoter Party that even after taking over the actual possession of the Apartment chosen by Purchaser, the Purchaser will not object or	Modified with AdditionofPointNo. 13.(ii),13(vi), 13(vii). PointNo.14ofModel Agreementbecomes a PointNo.13ofDraft

	prevent or obstruct the Promoter Party 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.	
	iii. Not to store in the Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the building in which the Apartment is situated, including entrances of the building in which the Apartment is situated and in case any damage is caused to the building in which the Apartment is situated or the Apartment on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach. iv. To carry out at her/his 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 Promoter Party to the Purchaser 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 committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. v. Not to 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 Promoter Party and/or the Association of the Apartment Owners 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 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. vii. Not to do or permit to be done any act or thing which may render void or voidable any	

	insurance of the project land and the building in which the Apartment is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance. viii. 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 project land and the building in which the Apartment is situated. Pay to the Promoter Party within fifteen days of demand by the Developer / Promoter / Confirming Party, his share of security deposit demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Apartment is situated. ix. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Purchaser for any purposes other than for purpose for which it is sold. x. The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Apartment until all the dues payable by the Purchaser to the Promoter Party under this Agreement are fully paid up. xi. The Purchaser shall observe and perform all the rules and regulations which the Association of the Apartment Owners may adopt at its	

	inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Apartments therein and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Association of the Apartment Owners regarding the occupancy and use of the Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. xii. Till handing over the management of said Building maintenance to the Association of Apartment Owners, the Purchaser shall permit the Promoter Party and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said building or any part thereof to view and examine the state and condition thereof. xiii. In case some of the Apartments in the said Project remains unsold, even after completion of the same, then the Promoter Party shall bear and pay the 50% of regular Maintenance Charges payable for such unsold Apartments. xiv. The Purchaser shall not make any structural changes & design including columns, beams, waterproofing treatments and if any changes are done without any written consent from the developer or the association, defect liability	

	shall not be applicable & the Purchaser/s have deemed to be done the work at his/her/their respective consequences and liability.	

Plot No. J/13, W. H. C. Road, 8 Rasta Sq., Laxmi Nagar, Nagpur - 440 022.
Ph : 0712-2243310 Email : yashkhodke65@gmail.com

		Agreement
43.	PointNo.14 The Promoter Party shall maintain a separate account in respect of sums received by the Promoter Party from the Purchaser as advance or deposit, sums received on account of the maintenance fund, expenses and also towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received.	NoDeviation:PointNo.15ofModelAgreementbecomesaPointNo.14ofDraftAgreement
44.	PointNo.15Nothing contained in this Agreement is intended to be nor shall be construed as a demise or assignment in law, of the said Apartments or of the said Plot and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter Party until the management of the said Building maintenance is handed over to the Association of Apartment Owners as hereinbefore mentioned.	NoDeviation:PointNo.16ofModelAgreementbecomesaPointNo.15ofDraftAgreement
45.	PointNo.16 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.	Added
46.	PointNo.17After the Promoter Party executes this Agreement he shall not mortgage or create a charge on the Apartment and if any such	NoDeviation

	mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Apartment	
47.	PointNo.18 **BINDING EFFECT :** Forwarding this Agreement to the Purchaser by the Promoter Party does not create a binding obligation on the part of the Promoter Party or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter Party. If the Purchaser(s) fails to execute and deliver to the Promoter Party this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter Party, then the Promoter Party shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever.	NoDeviation
48.	PointNo.19**ENTIRE AGREEMENT :** This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be	NoDeviation
49.	PointNo.20 **RIGHT TO AMEND :** This Agreement may only be amended through written consent of the Parties	NoDeviation
50.	PointNo.21**PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS :** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes	NoDeviation

51.	PointNo.22 **SEVERABILITY :** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.	NoDeviation
52.	PointNo.23**METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartment in the said Project	NoDeviation
53.	PointNo.24 **FURTHER ASSURANCES :**Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.	NoDeviation
54.	PointNo.25**PLACE OF EXECUTION :**The execution of this Agreement shall be complete only upon its execution by the Promoter Party through its authorized signatory at the Promoter Party's Office, or at some other place, which may be mutually agreed between the Promoter Party and the Purchaser, in Wardha after the Agreement is duly executed by the Purchaser and the Promoter Party or simultaneously with the	NoDeviation

	execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Wardha	
[1]55.	PointNo.26 The Purchaser and/or Promoter Party shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the Promoter Party will attend such Office and admit execution thereof.	No Deviation
56.	PointNo.27 That all notices to be served on the Purchaser and the Promoter Party as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Promoter Party by Registered Post A.D and notified Email ID/Under Certificate of Posting at their respective addresses specified below : 1. **MR.**_____ 2. **MRS.**_____ (Name of Purchaser) Both R/o _____ (Purchaser's Address) Notified Email ID : _____ **Yashwant S/o Ajabrao Khodke, (**PAN _____) (Name of Promoter Party) Plot No. J-13, Opposite Bank of Baroda, WHC Road, Laxmi Nagar Nagpur-440022 (Address of Promoter Party) Notified Email ID : _____	NoDeviation

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	It shall be the duty of the Purchaser and the Promoter Party to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter Party or the Purchaser, as the case may be.	
57.	PointNo.28 **JOINT PURCHASERS : I**n case there are Joint Purchasers all communications shall be sent by the Promoter Party to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers.	NoDeviation
58.	PointNo.29 **STAMP DUTY AND REGISTRATION, MSEB/WATER & ASSCIATION DEPOSIT :** All expenses on account of preparation of all kinds of documents viz. Agreement to Sell, Sale Deed including cost of Stamp Duty, Registration Fees and all other charges and Misc. Expenses including the Lawyer's fees payable in respect thereof have been agreed to be borne and paid by the Purchaser. Additionally the Purchaser shall bare the expenses of Rs.75,000/- towards infrastructure Cost (MSEB & Water Charges), GST as applicable & Association Deposit to the developer of Rs.1,00,000/- (to be paid on receipt of Occupancy Certificate/ Completion Certificate or before the Sale Deed registration)	NoDeviation
59.	PointNo.30 **DISPUTE RESOLUTION :** Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Maharashtra Real Estate Regulatory Authority as per the provisions of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.	NoDeviation
60.	PointNo.31 **GOVERNING LAW :**The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in	NoDeviation

	accordance with the laws of India for the time being in force and the Competent Civil Court at Nagpur will have the jurisdiction for this Agreement. THAT for the matters not specifically covered, the provisions of Transfer or Property Act shall apply.	



Yashwant S/o Ajabrao Khodke

(Authorized Signatory/Proprietor/Promoter)