

M/S. GURUKRUPA CONSTRUCTION

Regd. Office – Plot No 19, Ayodhya Nagar, Near Basweshwar Putla, New Subhedar
Layout, Nagpur-440024

To
The MahaRERA

Subject : Deviation Report for Model Form of Agreement

Ref : Project Name **GRUKRUPA HEIGHTS** Survey No **182**, Sheet No. **288**, NIT
Industrial Basti Scheme, Ganesh Nagar, Azamshah Layout, Old Nandanvan,
Nagpur.

Respected Sir,

I, Mrs. Chetna Ashok Deotale, Proprietor/ Promoter/ ~~Partner or Director~~ in **M/s. GURUKRUPA CONSTRUCTION** hereby certify that there are following **deviation in agreement for sale** for the above-mentioned project with respect to **AGREEMENT TO SALE** uploaded on Rera Website as against the Model Form of Agreement to Sale issued by the MahaRERA for the Plottable Layout Project / Residential / commercial Project –

ADDITIONS MADE TO THE AGREEMENT FOR SALE (AFS) –

7.3 THAT the Purchaser hereby agrees not to occupy the said Apartment without prior written permission of the Vendor else Purchaser shall be treated as a trespasser.

7.4 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 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 chosen by the Purchaser to the Vendor.

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.

THAT the Vendor reserves it's right to erect any additional construction on the available open space or on the top or terrace of the Building if the F.S.I. in relation to the said Plot of land is increased at any future date or by utilizing the

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Transferable Development Rights (T.D.R.) and in such event the Purchaser shall not prevent or obstruct the Vendor in so utilising and dealing with such additional F.S.I./T.D.R. and in such event the prospective buyers of such additional Apartments shall also have all the rights of ingress, egress, right to use the staircase and to use all other common amenities and facilities etc. as may be provided to the said building. It is specifically understood and agreed by the Purchaser that the percentage and proportion of Undivided share in the said Plot of land shall always be subject to proportionate reduction if some additional Apartments are constructed thereon by the Vendor and in such case the Purchaser shall not claim any proportionate refund of the cost price of land.

Even after registration of the Sale Deed in favour of Purchaser, the Purchaser shall permit the Vendor and their surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view, examine and/or execute any changes as may be required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof. The Purchaser is well aware that the Promoter will construct buildings based on Future Potential. The Purchaser assures that after possession of the said Apartment he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required to construct the future buildings.

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.

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

The Purchaser shall carry out at their own cost all internal repairs to the said Apartment and maintain the Apartment in the same condition, state and order in which it was delivered by the Vendor to the Purchaser 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

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Purchaser committing any act in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

The Purchaser shall not demolish or cause to be demolished the Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Apartment is situated and shall keep the portion, sewers, drains and pipes in the Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the Apartment is situated and shall not chisel or in any other Manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Apartment without the prior written permission of the Vendor and/or the Society or the Limited Company

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

8.2 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 it's visibility in any way. The Vendor shall not pay, nor the Purchaser shall demand any rent etc. for any signs displayed by the Vendor.

9.4 That the Vendor has dedicated the said Project to the provisions of The Maharashtra Apartment Ownership Act, 1970 and a Deed of Declaration u/s 2 of the said Act, which is duly registered in the Office of the Sub-Registrar, Nagpur - ____ in Book No. ____ at Sr. No. ____ Dated _____. 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.

9.5 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.

9.6 THAT the available open space (excluding the Restricted Area as may be mentioned in the Deed of Declaration), the common areas and common facilities

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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.

17. 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.

28. Vendor specifically communicates to the Purchaser that the Purchaser shall make the payments for Consideration Amount to the Vendor by Demand Draft or by local cheques drawn in the name of M/s. Gurukrupa Construction or by electronic mode of transfer.

NEFT/ RTGS details are as under:

- | | | | |
|------|--------------------------|-----|-----------------------------|
| i. | Account Holder Name | : - | M/s. Gurukrupa Construction |
| ii. | Bank Name | : - | IDFC FIRST Bank |
| iii. | Branch | : - | Zade Bhavan Branch, Nagpur |
| iv. | A/c Number v. IFSC code. | : - | 10081545694 / IDFB0042503 |
| v. | Account type | : - | Current Account |

34. THAT for the matters not specifically covered, the provisions of Transfer or Property Act shall apply.

DELETIONS MADE FROM THE AGREEMENT FOR SALE (AFS) –

As the project is not for plotted development following clause is not applicable –

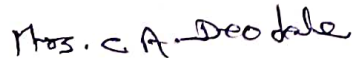
10.

(vi) Rs. _____ for deposit of electrical receiving and Sub-Station provided in Layout.

Thanking You

Yours Faithfully

For M/s. Gurukrupa Construction



Mrs. Chetna Ashok Deotale
(Proprietor/ Promoter)

Date: 06.01.2023