OAK Constructions

ISO 9001:2008 (QMS)
CREDAI
Member, Nagpur

Date: 11/01/2023

DEVIATION REPORT- AGREEMENT TO SALE

Project Name: OAK Shantiniketan

Project Details:

M/s OAK Constructions (Promoter) through its Authorised Partner Shri Omair S/o Abdul Khader, having its office at 4TH Floor, "Oak Insignia", Ravindranath Tagore Road, Near Board Office, Civil Lines, Nagpur – 440 001 having a Residential Scheme called "OAK Shantiniketan" Address:- Situated at Khasra No. 25/8, 25/9, 25/10 and 25/11 out of city survey No. 27, Sheet No. SHEET No. 486/19, of Mouza - Wanjra, within the limits of Nagpur Improvement Trust and Nagpur Municipal Corporation, Tahsil and District – Nagpur-440026

Boundries: Road to the East, Sachani's Land to the West, Chandrashekhar's Land to the North & Khadakkar's Land to the South.

I, Shri Omair S/o Abdul Khader (Authorised Partner), hereby declare as Under:

1. That the Agreement to Sale prepared by us and uploaded on 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.
2. That there is no deviation except as provided below in Agreement to Sale Draft uploaded on site and a draft provided by Maha RERA

Deviation Report Point Wise:

Modified Clauses:

Clause No.as per Draft Agreement	Clause as mentioned in Draft Agreement	Clause as per RERA Draft	Clause as mentioned in Model Draft Agreement of RERA
1.b	The total aggregate consideration amount for the said Apartment excluding Allotted Covered Parking Space, MSEB & water charge (Infrastructure cost), Stamp duty, Registration, Legal fees & association deposit is thus Rs.	1.b	The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. /-

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Regd. Office:
2-4-27, A.S. Abdul Khader Arcade,
M.G.Road, Secbad - 3

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Near Board Office,
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0712-2522201

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	_____/-.		
1.d	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 Allottee 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 Allottee. It shall be obligatory on the part of Allottee to pay the amount of GST as may be applicable) etc. simultaneously with the payment of each installment. The Allottee does hereby state and declares that it shall be the sole	1.d	The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out theProject payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot].

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	liability and responsibility of the Allottee to pay the amount of Tax Deducted at Source (TDS) @ 1.00% and undertaken to credit the same in the appropriate account of Income Tax Department, if applicable at the time of Registration of the Sale Deed. The said amount shall be deducted by the Allottee from the Sale Consideration payable to the Promoter Party and to credit the same in the appropriate account of Income Tax Department.		
6.	The Promoter Party shall give possession of the Apartment to the Allottee on or before _____. If the Promoter Party fails or neglects to give possession of the Apartment to the Allottee 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 Allottee 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	6	The Promoter Party shall give possession of the Apartment to the Allottee on or before _____. If the Promoter Party fails or neglects to give possession of the Apartment to the Allottee 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

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	date the Promoter Party received the sum till the date the amounts and interest thereon is repaid. 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 etc ; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.		the Allottee 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 Apartment to the Allottee 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 Allottee in full to the Promoter Party hereto.

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			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 etc ; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.
9.5	The 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	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 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

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	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 etc etc and for non-co-operation of members due to any reason whatsoever	—	which the said Apartment is situated
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 Allottee. Additionally the Allottee shall bare the expenses of Rs_____/- towards infrastructure Cost (MSEB & Water Charges), GST as applicable & Association Deposit to the developer of Rs._____/- (to be paid on receipt of Occupancy	29	Stamp Duty and Registration :- The charges towards stamp duty and Registrationof this Agreement shall be borne by the allottee.

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	Certificate/ Completion Certificate or before the Sale Deed registration)		

Added Clauses

Clause No.as per Our Draft Agreement	Actual Clause
1.f	The Promoter Party shall be exclusive in-charge of the construction without any let or hindrance or interference by the Allottee or any other contractor and under no circumstances during the subsistence of this contract, the Allottee 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 Allottee shall be void and shall not be binding upon the Promoter Party.
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 Allottee jointly with the other Co-owners thereof. However the Apartment chosen by Allottee in the proposed multistoried building shall be owned and possessed by the Allottee 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.
7.6	The Allottee hereby agrees not to occupy the said Apartment without prior written permission of the Promoter Party else Allottee shall be treated as a trespasser.
7.7	The Allottee 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 Allottee 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 Allottee, then in such event, Allottee will be solely responsible for any consequences which may arise. The Allottee shall not be entitled to put pots (Kundi)/Plants etc. in the open passage / lobby
7.8	The Vendor/Promoter Party does hereby agree with the Allottee 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

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	Registration from Allottee, 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 Allottee or the nominee(s) appointed by the Allottee and get the same duly registered at the costs of Allottee in accordance with the law in force provided the Allottee shall have also paid the entire agreed cost of construction of the Apartment chosen by the Allottee to the Promoter Party.
7.9	In case any defect found in the proprietary items used in construction of said Apartment, the Allottee shall lodge claim of defects, shortcomings directly with the manufacturer of such item and the Promoter Party shall always cooperate and assist the Allottee in this regard. It is specifically brought to the notice of the Allottee 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 Allottee, then the defect Liability will not be applicable to such modified Specification items. Similarly if the Allottee 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
8.2	It is understood by the Allottee 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 Allottee will neither object/disturb it, nor obstruct it's visibility in any way. The Promoter Party shall not pay, nor the Allottee shall demand any rent etc. for any signs displayed by the Confirming Party
9.1	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 Allottees. 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 Allottee and her/his/their successors in title.
9.2	The Allottee 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.

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9.3	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 Allottee severally or jointly with any other Apartment Owner or Owners
13.ix	The provisions of The Maharashtra Apartment Ownership Act, 1970 shall applicable to this Agreement.
14.ii	The Allottee hereby specifically agrees with the Promoter Party that even after taking over the actual possession of the Apartment chosen by Allottee, the Allottee will not object or 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.
14.vi	Not to do or perform any activity, which will result in damages to the said Apartment and Common area of the Project. The Allottee 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
14.xv	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
14.xvi	The Allottee 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 Allottee/s have deemed to be done the work at his/her/their respective consequences and liability

For OAK Constructions,

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Shri Omair S/o Abdul Khader

(Authorized Partner Signatory)