SHREE
GAJANAN
Builders & Developers

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To

The MahaRERA

Subject: Deviation Report for Agreement to Sale for the project "**GAJANAN HEIGHTS**" by **SHREE GAJANAN BUILDERS AND DEVELOPERS**, a Partnership Firm.

Respected Sir,

We, **SHREE GAJANAN BUILDERS AND DEVELOPERS**, a Partnership Firm, landowner & developer in project "**GAJANAN HEIGHTS**" proposed to be constructed on ALL THAT Piece and parcel of land bearing Plot No. 26 out of the layout of Gokul/Joras Co-operative Housing Society Limited, Nagpur, containing by admeasurement 884.8340 Sq. Mtrs., being a portion of the entire land bearing Kh. Nos. 72/1, 73/1, 73/2, 76/1, 77, 77/1, 78/1, 81 AND 82 of MOUZA – BORGAON, P.S.K. 8A, including all other easementary rights appurtenant belonging thereto, bearing City Survey No. 17 and Sheet No. 23 of Mouza – Borgaon, Situated at Borgaon, Nagpur within the limits of the Nagpur Municipal Corporation Ward No. 62 in 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 said Building Project.

We, the holder of land. We are undertaking the said project of construction of Residential Units/ Apartments. We being the owner is the Promoter thus there is no development Agreement. The said project land is held in free hold rights thus Conveyance will not be as lease. Therefore the paragraph with regarding the details of Lease, Development Agreement and allotment of Parking space is not applicable to us and is so deleted from our Agreement to Sale which is/are reproduced 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.

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Partner Partner

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

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 paragraphs that are not applicable to us are in "Red Colour" and words not applicable are "stiked off" such words from the Agreement to Sale uploaded on the Rera website, which are produced below:

OR

WHEREAS by and under a Lease / an Agreement for Lease dated the day of .....20..... made between ..... of the One Part (hereinafter referred to as " the Lessor") and the Promoter of the Other Part, the Lessor agreed to grant unto the Promoter a lease in perpetuity/for a term of ..... years in respect of a piece or parcel of leasehold land bearing situate at ....., admeasuring. sq.m. or thereabouts more particularly described in the First Schedule hereunder written (hereinafter referred to as "the project land") at a rent of Rs. ..... per annum/month and on the terms and conditions contained in the said Lease Deed/Agreement for Lease.

AND WHEREAS the lease Deed/Agreement for Lease, is with the benefit and right to construct any new building/s if so permitted by the concerned local authority.

OR

WHEREAS by an Agreement dated .....day of 20...../Power of Attorney dated ..... executed between Shri. (hereinafter referred to as "the Original Owner") of the One Part and the

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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 No. ..... having carpet area admeasuring ..... sq. meters on _____ floor of the complex/building known as "**GAJANAN HEIGHTS**" (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. _____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. _____/-.

8. The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/~~office/show-room/shop/godown~~ for carrying on any industry or business.(*strike of which is not applicable) They shall use the garage or parking space only for purpose of keeping or parking vehicle.

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/

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Partner

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.

26. The Allottee and/or Promoter shall present this Agreement as well as the conveyance/~~assignment of lease~~ at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

Thanking You

Your's Faithfully

FOR SHREE GAJANAN BUILDERS AND DEVELOPERS,
SHRI. DEEPAK S/o BHOLANATH SAHU,
Partner

SHREE GAJANAN BUILDERS
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Partner **Partner**

Date: 27-07-2023