

PREMIER HERITAGE

1, AJANTA, OPP POONAM CHAMBERS, BYRAMJI TOWN, CHHINDWARA ROAD,
NAGPUR – 440 013

Date: 18th December 2023

Sub: Deviation Report with respect to model form of Agreement for Sale

We hereby declare that the following are deviations/modifications in the Agreement for Sale to be executed by the Developer with the Purchasers vis a vis Model Form of Agreement for Sale as per Rule 10 (1).

The deviation/modification in Model Form Clauses are highlighted in **Yellow** colour in Column "Deviation/Modification Clause in Developer AFS" and deletion of clauses of Model Form are highlighted in **Grey** colour in column "Deviation/Modification Clause in Developer AFS".

Sr. No.	Clause in Model Agreement for Sale	Clause No.	Deviation/Modification Clause in Developer Agreement for Sale
1	Clause 1.2 The said Plot agreed to be acquired by the Purchaser/s herein shall be provided only and only with the common amenities and facilities as per the specifications, which are set out in the Annexure hereunder written.	1.2	Clause 1.2 The said Plot agreed to be acquired by the Purchaser/s herein shall be provided only and only with the common amenities and facilities as per the specifications, which are set out in the Annexure hereunder written. as mentioned in the NMRDA agreement
2	Clause 2 2.1 LUMP SUM CONSIDERATION AND EXCLUSIONS: As mentioned above, the Vendor/Owner/Promoter herein agrees to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Vendor/Owner/Promoter the said open Plot No. for mutually agreed lump sum consideration of Rs...../- (Rupees Only) and the Purchaser/s shall make the payment of the same in the name of "Vendor/Owner/Promoter" or such other name as may be specified from time to time by the Vendor/Owner/Promoter and the said consideration amount is excluding expenses for stamp duty and registration fees, GST and ALL other taxes, expenses, etc. and also all the other outgoings as mentioned herein below which will be paid by the Purchaser/s separately as agreed and specified.	2.1	Clause 2 2.1 LUMP SUM CONSIDERATION AND EXCLUSIONS: As mentioned above, the Vendor/Owner/Promoter herein agrees to sell to the Purchaser/s and the Purchaser/s has/have agreed to purchase from the Vendor/Owner/Promoter the said open Plot No. for mutually agreed lump sum consideration of Rs...../- (Rupees Only) and the Purchaser/s shall make the payment of the same in the name of "Vendor/Owner/Promoter" or such other name as may be specified from time to time by the Vendor/Owner/Promoter and the said consideration amount is excluding expenses for stamp duty and registration fees, GST and ALL other taxes, expenses, etc. and also all the other outgoings as mentioned herein below which will be paid by the Purchaser/s separately as agreed and specified. 2.1.1 The balance Sale Consideration is specifically agreed to be paid by the ALLOTTEE/PURCHASER/S to the VENDOR/OWNER/PROMOTER in the manner stipulated in Schedule - E. That the

			VENDOR/OWNER/PROMOTER shall procure all necessary documents, Release Letter, papers required for registration of the Sale Deed. 2.1.2 It is agreed between the parties that, if the ALLOTTEE/PURCHASER/S fails to make payment of consideration as stated here-in, the interest may be charged for the period of default but in no case any such default shall be delayed for one months from due date.
3	Clause 2 2.2 The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Vendor/Owner/Promoter before on receipt of the entire amount of the purchase price of the said Plot and other charges as agreed. The Purchaser/s shall take possession of the said open Plot within 15 (Fifteen Days) of the Vendor/Owner/Promoter giving written notice to the Purchaser/s intimating the same and after complying with all necessary legal formalities and effecting necessary payment as per agreed schedule.	2.2	Clause 2 2.2 The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Vendor/Owner/Promoter before on receipt of the entire amount of the purchase price of the said Plot and other charges as agreed. The Purchaser/s shall take possession of the said open Plot within 15 (Fifteen Days) of the Vendor/Owner/Promoter giving written notice to the Purchaser/s intimating the same and after complying with all necessary legal formalities and effecting necessary payment as per agreed schedule. That, the VENDOR/OWNER/PROMOTER upon obtaining the Release Letter from the competent authority and subject to receipt of the Sale Consideration from the ALLOTTEE/PURCHASER/S as per the agreement, shall offer the possession of the Residential Plot to the ALLOTTEE/PURCHASER/S in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the VENDOR/OWNER/PROMOTER shall give possession of the Residential Plot to the ALLOTTEE/PURCHASER/S. The VENDOR/OWNER/PROMOTER agrees and undertakes to indemnify the ALLOTTEE/ PURCHASER/S in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the VENDOR/OWNER/PROMOTER. 2.2.1 The ALLOTTEE/PURCHASER/S after taking over the possession of the said plot shall use the said Plot or any part thereof or permit the same to be used only for Residential / legal Purposes.
4	Clause 3 Commencing the week after Notice in writing is given by the Owner/Promoter to the Purchaser/s that the said Plot is ready for use and occupation and intimation of the same is received by the Purchaser/s from the Owner/Promoter, the Purchaser/s hereby agree/s and bind/s himself/herself/themselves to pay to the Owner/Promoter, charges for common service if any.	3	Clause 3 Commencing the week after Notice in writing is given by the Owner/Promoter to the Purchaser/s that the said Plot is ready for use and occupation and intimation of the same is received by the Purchaser/s from the Owner/Promoter, the Purchaser/s hereby agree/s and bind/s himself/herself/themselves to pay to the Owner/Promoter, charges for common service if any after taking the possession of the said plot.

5	Clause 7(e) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, project land and said building 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/wings shall be obtained by following due process of law and the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, Building/s and common areas.	7(e)	All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, project land ~~and said building~~ 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/wings~~ shall be obtained by following due process of law and the Owner/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, project land, ~~Building/s and common areas~~ .
6	Clause 7(l) Title of land as a part of real estate project.	7(l)	Clause 7(l) ~~Title of land as a part of real estate project.~~
7	Clause 8 : PAYMENT OF STAMP DUTY/REGISTRATION FEES/EXPENSES: It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement and all documents executed by the Owner/Promoter pursuant hereto including but not restricted to the proportionate Stamp Duty payable on the Deed of Conveyance of the specified parts of the land and any building within the said Complex which may be executed by the Owner/Promoter in favour of the Association/Condominium/Society of all Plot purchasers in the said project.	8	PAYMENT OF STAMP DUTY/REGISTRATION FEES/EXPENSES: It is hereby expressly agreed that the Purchaser/s shall bear the Stamp Duty and Registration Charges payable on this Agreement and all documents executed by the Vendor/Owner/Promoter pursuant ~~hereto~~ including but not restricted to the proportionate Stamp Duty payable on the Deed of Conveyance of ~~the~~ specified parts of the land and any building within the said Complex which may be executed by the Owner/Promoter in favour of the Association/Condominium/Society of all Plot purchasers in the ~~to the said Plot~~ .

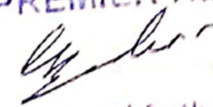
Thanking You

Date: 18/12/2023

Place: Nagpur

For Premier Heritage

For PREMIER HERITAGE


Partner / Auth. Signatory

Amit Maganlal Panchmatiya

Promoter