

To

The MahaRERA

Subject: Deviation Report for Agreement to Sale for the project “**SHRI NIWASA RESIDENCY**” by **(1) SHRI. RAMCHANDRA S/o LATE DR. GOPALRAO WYAWHARE** and **SHRI. MADUSUDAN S/o LATE DR. GOPALRAO WYAWHARE** through **GURUMURTY CONSTRUCTIONS**.

Respected Sir,

We, **(1) SHRI. RAMCHANDRA S/o LATE DR. GOPALRAO WYAWHARE** and **SHRI. MADUSUDAN S/o LATE DR. GOPALRAO WYAWHARE** landowners through **GURUMURTY CONSTRUCTIONS**, developer in project “**SHRI NIWASA RESIDENCY**” proposed to be constructed on ALL THAT Piece and parcel of land bearing freehold Plot Nos. 154/2 & 155/1, containing by admeasurement 634.62 Sq. Mtrs. (OR 6831.00 Sq. Ft.), of Mouza – LENDHRA, TOGETHERWITH the existing Residential House standing thereon covering a total Built-up area of 370 Sq. Mtrs., including compound wall, all connections, fittings, electric and water meters and all other easementary rights appurtenant and belonging thereto, bearing Corporation House No. 162, City Survey No. 1004 and Sheet No. (54)24/II of Mouza - Lendhra, situated at Farmland Layout, Ramdaspath, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 72, Circle No. 20, Division No. 8 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.

OR

WHEREAS by a Development Agreement dated 23-06-2021 executed between (i) Shri. Ramchandra Gopalrao Wyawahare and (ii) Shri. Madhusudan Gopalrao Wyawahare (hereinafter referred to as "the Original Owners") of the One Part and Gurumurty Constructions, the Developer of the Other Part (hereinafter referred to as "the Developer"), the said Agreement is duly registered at the Office of the Joint Sub-Registrar, Nagpur- 4 in Book No. 1 at Sr. No. 4561 on 24-06-2021.

OR

WHEREAS, (i) Shri. Ramchandra Gopalrao Wyawahare and (ii) Shri. Madhusudan Gopalrao Wyawahare, the owners have executed Irrevocable General Power of Attorney's in favour of Gurumurty Constructions, the Confirming Party hereto on 24-06-2021 and the same is also duly registered at the Office of the Joint Sub Registrar, Nagpur – 4 in Book No. 1 at Sr. No. 4562 on even date.

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 "striked off" such words and added in Green Colour 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 datedday 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

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. metres on _____ floor of the complex/building known as "RAVINDRA APARTMENTS" (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./-.~~

(iv) THAT out of the total 14 (Fourteen) Apartments, 12 (Twelve) Apartments shall have allotted 2 (Two) Car Parking each and the remaining 2 (Two) Apartments shall have 1 (One) Car Parking each. The Allotment of Car Parking shall be done by Lottery system without any monetary consideration after completion of the Building in the presence of Apartment Owners or their representative/s

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.

9. The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for

registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the bye-laws of the proposed Society/"Association" and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

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,"Association" 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.

~~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.~~

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/ 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 GURUMURTY CONSTRUCTIONS

(1) SHRI. RAMCHANDRA GOPALRAO WYAWHARE,

(2) SHRI. MADUSUDAN. GOPALRAO WYAWHARE.

Date: -12-2022