

To,
Maharashtra Real Estate Regulatory Authority
Nagpur

Sub: Declaration for deviations in Agreement to Sell

Sir / Madam,

M/s. Sandeep Dwellers Pvt. Ltd. is promoter of the proposed project at SDPL Aashray Beltarodi II" situated on Plot No. 10, on Kh. No. 6/2 P.H. No. 38, Mouza Beltarodi, Nagpur – 441108

The following deviations are being added in the clauses in the standard format for Agreement to Sell to be entered into between Promoter and Allottee(s) –

We would like to declare that the terms and conditions are being added as per the contractual understanding between the parties, however, it is ensured that such additional terms and conditions are not in derogation of or inconsistent with the provisions of the said act and any other governing law for time being in force and the Rules and Regulations made thereunder.

The below mentioned clauses are being added in addition to the clauses mentioned by RERA:

1.f THAT the VENDOR shall be exclusively in-charge of the construction without any let or hindrance or interference by the Purchaser or any other contractor and under no circumstances during the subsistence of this contract, the Purchaser shall enter into any building contract in respect of Flat/Shop with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchaser shall be void and shall not be binding upon the VENDOR.

1.g THAT during the period of building construction the Purchaser with Two days advance intimation in writing, to the VENDOR, and after receiving the consent of the VENDOR in writing, may enter upon the said Plot of land to inspect the Plans, specifications, building materials if available at site and also the workmanship undertaken on the site.

7.2 THAT the Purchaser hereby agrees not to occupy the said Flat/Shop without prior written permission of the VENDOR else Purchaser shall be treated as a trespasser.

7.3 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, Service Tax, Sales Tax and all other Taxes and Cesses if applicable, that may be levied and payable at the time of Registration from the 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 Flat/Shop hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed in writing 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 Flat/Shop chosen by the Purchaser to the VENDOR.

7.4 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 Flat/Shop chosen by Purchaser in the 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 Flat/Shop Owners for the purpose of maintenance.

7.6 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 Flat/Shop 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.

7.7 Provided further that in case of any changes or modifications to the specifications are affected at the request of the Purchaser, then the defect Liability will not be applicable to such modified specification items. Similarly, if the Purchaser has made modifications, changes or repairs and alterations resulting in damages of any nature to the Flat/Shop, or damages caused by the Purchaser by using the apartment in hazardous manner , then under such circumstances the VENDOR shall not be liable for make good of the defect.

8.2 THAT it is understood by the Purchaser that the VENDOR shall be entitled to display any type of Board, signs, banners etc. on any exterior part of buildings constructed on the said Plot of land and the Purchaser will neither object/disturb it, nor obstruct its visibility in any way. The VENDOR shall not pay, nor the Purchaser demand any rent etc. for any signs displayed by the VENDOR.

10.

xi. At the time of handing over the management of the Association of Apartments Owners, the VENDOR & Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the Association of the Apartment Owners.

11.

ii. The Purchaser hereby specifically agrees with the VENDOR & Developer that even after taking over the actual possession of the Apartment chosen by Purchaser, the Purchaser will not object or prevent or obstruct the VENDOR & Developer 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.

Xviii. That the Purchaser agrees that he/she shall not erect any superstructure either temporary or permanent upon the available open land of the said plot or on the top of the Building or on the Terrace of the said Building without written permission from the VENDOR and its Consultants.

xix. THAT notwithstanding anything contained hereinabove the allocated covered Parking Place shall be exclusively used by only those Apartment Owners to whom the same has been allotted by Serial No. The Purchaser further agrees that he will not challenge any allotment of any parking space made by the VENDOR/DEVELOPER to any other Purchaser/s. Likewise, the Terraces attached/allotted to various Apartments/Shops will be exclusively used by the Apartment Owners to whose Apartment the same have been provided.

14. 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.

Payment Schedule -

1.c The Purchaser has paid on or before execution of this Agreement a sum of Rs. _____/- (Rs. _____ Only) as advance payment to the VENDOR and hereby agrees to pay to the VENDOR the balance amount of Rs. _____/- (Rs. _____ Only) in the following manner:

- i) Rs. _____/- (Rs. _____ (not exceeding 10% of the total consideration) _____ only) agreed to be paid by the Purchaser to the VENDOR within 7 days from the date of execution of this Agreement/ In the month of Booking.
- ii) Rs. _____/- (Rs. _____ (not exceeding 25% of the total consideration) _____ only) agreed to be paid by the Purchaser to the VENDOR within 7 days from the date of completion of the Foundation of the wing in which the said Flat/Shop is located.
- iii) Rs. _____/- (Rs. _____ (not exceeding 32.5% of the total consideration) _____ only) agreed to be paid by the Purchaser to the VENDOR within 7 days from the date of completion of the Plinth of the wing in which the said Flat/Shop is located.
- iv) Rs. _____/- (Rs. _____ (not exceeding 40% of the total consideration) _____ only) agreed to be paid by the Purchaser to the VENDOR within 7 days from the date of completion of the Ground slab of the wing in which the said Flat/Shop is located.
- v) Rs. _____/- (Rs. _____ (not exceeding 47.5% of the total consideration) _____ only) agreed to be paid by the Purchaser to the VENDOR within 7 days from the date of completion of the 1st Floor slab of the wing in which the said Flat is located.
- vi) Rs. _____/- (Rs. _____ (not exceeding 55% of the total consideration) _____ only) agreed to be paid by the Purchaser to the VENDOR within 7 days from the date of completion of the 2nd Floor slab of the wing in which the said Flat is located.
- vii) Rs. _____/- (Rs. _____ (not exceeding 62.5% of the total consideration) _____ only) agreed to be paid by the Purchaser to the VENDOR within 7 days from the date of completion of the 4th Floor slab of the wing in which the said Flat/Shop is located.
- viii) Rs. _____/- (Rs. _____ (not exceeding 70% of the total consideration) _____ only) agreed to be paid by the Purchaser to the

VENDOR within 7 days from the date of completion of the 6th Floor slab of the wing in which the said Flat is located.

ix) Rs. _____/- (Rs. _____ (not exceeding 77.5% of the total consideration) _____ only) agreed to be paid by the Purchaser to the VENDOR within 7 days from the date of completion of the Roof Floor slab of the wing in which the said Flat is located.

x) Rs. _____/- (Rs. _____ (not exceeding 85% of the total consideration) _____ only) agreed to be paid by the Purchaser to the VENDOR within 7 days from the date of completion of brick work, of the said Flat/Shop.

xi) Rs. _____/- (Rs. _____ (not exceeding 90% of the total consideration) _____ only) agreed to be paid by the Purchaser to the VENDOR within 7 days from the date of completion of the Plaster of the said Flat/Shop.

xii) Rs. _____/- (Rs. _____ (not exceeding 95% of the total consideration) _____ only) agreed to be paid by the Purchaser to the VENDOR within 7 days from the date of completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Flat, completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the wing in which the said Flat/Shop is located, completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the wing in which the said Flat/Shop is located of the said Flat/Shop.

xiii) Rs. _____/- (Rs. _____ (not exceeding 100% of the total consideration) _____ only) agreed to be paid by the Purchaser to the VENDOR at the time of handing over of the possession of the Flat/Shop.

Rs. _____ (Rs. ____ Lakh ____ Thousand ____ Hundred
and _____ Only)

Thanking you in anticipation

For M/s. Sandeep Dwellers Pvt. Ltd.



Gaurav Agarwala
Director

Dated: 10th Oct 2023