

SHIV REALTIES

“Plot No 2, Manewada road, New Shivaji nagar, Nagpur 440027
GST – 27AEVFS1625J1ZH, PAN – AEVFS1625J

To

The MahaRERA

Subject: Deviation Report for Model Form of Agreement

Ref: Project Name “**Shiv Ganga Park B-Wing**” bearing Plot Nos. A, E, K & D, Kh No. 77/1 of **Mouza-Besa, City Survey No 77/1 Ph No 38/B** situated at Mouza – Besa, within the limits of the Nagar Panchayat Besa-Pipla Ward No. 7 in Tahsil – Nagpur (Rural) and District – NAGPUR

Respected Sir,

I, **Mr Gajanan Rambhau Warambhe** ,(Partner) Promoter of **Shiv Ganga Park B-Wing** in **M/S. Shiv Realities** hereby certify that we have added following points in agreement to sale. All other points are as per model form of agreements.

Sr. No.	Clause in Model Agreement	Deviation clause in draft Agreement for sale	Draft AFS Page No.
1	Clause No. 1(b) The total aggregate consideration amount for the apartment including garages/covered parking spaces is thus Rs. _/-	Clause No. 1(b) THAT the total lump sump Unit price agreed Rs. /- (Rupees) Only towards the said Apartment hereinafter referred as the ‘Consideration amount’. The Vendor specifically declares and the Purchaser hereby understood and agrees the consideration Amount of said Apartment is inclusive of cost of said Apartment and proportionate price of common Areas and facilities which is detailed in schedule-‘C’. The present Agreement shall supersede and prevail over all other prior communications, writings and/or cost sheets, agreed and/or executed by and between the parties upon the following terms and conditions. Only, which the Purchaser has specifically agreed to pay to the Vendor in the following manner.	9
2	Clause No. 1(c) The Allottee has paid on or before execution of this agreement a sum of Rs (Rupees only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs..... (Rupees.....) and shall be deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at	Clause No. 1(c) The Allottee has paid on or before execution of this agreement a sum of Rs...../- (Rupees) only (not exceeding 10% of the total consideration), as advance payment or application fee and hereby agrees to pay to that Vendor the balance amount of Rs. ____/- (Rupees ____ Only) and shall be deposited in RERA Designated Collection Bank Account No. 43179317721 , State Bank of India, SME Branch, Nagpur having IFS Code No. SBIN0012957 situated at Opp. Agrasen Chattralaya, Ravi Nagar	9 & 10

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	_____. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.	Square, Amravati Road, Nagpur – 440033. In addition to the above bank account. I/We have opened in the same Bank, RERA Designated separate Bank Account and RERA Designated transaction bank account having Account No. 43028549664 and 431793315859 respectively; Rs _____/- towards cost of Apartment, cost of Infrastructure and the proportionate price of the common areas, facilities and Infrastructure cost appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the following manner.	
3	Clause No. 4.2 Without prejudice to the right of promoter to charge interest in terms of sub clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the allottee committing three defaults of payment of instalments, the Promoter shall at his own option, may terminate this Agreement: Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.	Clause No. 4.2 That without prejudice to the right of Vendor to charge interest in terms of sub clause 4.1 above, on the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Vendor under this Agreement (including their proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Purchaser committing three defaults of payment of installments, the Vendor shall at his own option may terminate this Agreement. Provided that, Vendor shall give notice of fifteen days in writing to the Purchaser, by registered Post A.D. at the address provided by the Purchaser and mail at the e-mail address provided by the Purchaser, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Purchaser fails to rectify the breach or breaches and / or to make payment of defaulted installments along with interest payable thereon, as mentioned by the Vendor Company within the period of 15 days of such Notice, then at the end of such notice period, this Agreement shall IPSO FACTO stand cancelled and terminated absolutely forever. Provided further that upon termination of this Agreement as aforesaid, the Vendor	13 & 14

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		shall refund the Purchaser, subject to deduction of a sum of Rs. 1,00,000/- (Rupees One lakh only) plus the amount of interest chargeable at the rate prescribed under Clause No. 4.1 of this Agreement , on the defaulted installments from the due date till the date of cancellation ,towards liquidated damages, within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Purchaser to the Vendor.	
4	Clause No. 9.3 Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building/s. Until the Society or Limited Company is formed and the said structure of the building/s or wings is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs..... per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of lease of the structure of the building or wing is executed in favour of the society or a limited company as aforesaid. On such conveyance/assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this	Clause No. 9.3 The Promoter shall, within three months from the date of receipt of occupancy certificate 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. That the Purchaser 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 there under.	16

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	Agreement) shall be paid over by the Promoter to the Society or the Limited Company, as the case may be.		
5	Clause No. 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.	Clause No. 11 The Allottee shall pay to the Promoter a 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.	17

We have uploaded the Agreement to Sale in **English** language as that is the language in which it will be executed with the prospective buyer.

Date: 17/01/2025

Your's Faithfully
For, M/s Shiv Realities
SHIV REALITIES
PARTNER
PARTNER (Partner)
(Authorised Signatory)