DEVBHOOMI DEVELOPERS

Office : 205, Tukdoji Nagar, Manewada Road,
Beside IDBI Bank ATM, Nagpur - 440 024.
M : 9970023332, 9970932422

DEVIATION IN THE AGREEMENT TO SELL FORMAT

Sub: Regarding Deviation in the agreement to sell format

DEVBHOOMI DEVELOPERS, A Firm having its office at 205, Tukdoji Nagar, Manewada Road, Beside IDBI Bank ATM, Nagpur, 440024, through its proprietor SHRI **DEVENDRA PRAKASH DESHMUKH** Aged about 36 years, Occ. Business, R/o 205, Tukdoji Nagar, Manewada Road, Nagpur, [PAN: AJHPD 2741H & AADHAR: 9412-5701-8587]

Following Deviation is for the following Project

Name of the Project: "DEV NAGARI".

Situated At: ALL THAT piece and parcel of land bearing Amalgamated KH NO 60/1, total admeasuring 24400 Sq. Mtrs.(2.44 HR), in the layout of The Nagpur, being a portion of the entire land bearing Kh. No. 60/1, P.S.K.37 of Mouza -HUDKESHWAR, situated at village HUDKESHWAR, Nagpur(rural), SURVEY NO.60/1, within the limits of Nagpur (Rural) , Nagpur, in Tahsil and District Nagpur.

I the above named do hereby take oath and state on solemn affirmation as under:-

1) Note: The Expression "Promoter", is replaced by "Vendor" &
2) "Allottee" is replaced by "Purchaser",
3) The Word Lessor is deleted from the annexure-A wherever the same have appeared in the Annexure A.
4) The following recitel in the draft agreement has been deleted as, no garage is to be provided by the Vendor to any of the Purchaser in the concerned project.

(ii) The Purchaser/s hereby agrees to purchase from the Vendor and the Vendor hereby agrees to sell to the Purchaser/s Garage bearing Nos situated at Basement and/or stilt and /or _podium being constructed in the layout for the consideration of Rs. /- /- Deleted.

5) The following Points are added in the draft agreement as, is to be provided by the Vendor to any of the Purchaser in the concerned project.

In Mode of Payment: -

The Purchaser/s agrees that,In case, the Purchasers decides to terminate this Agreement by cancellation thereof then, the Vendors shall be entitled for and the Purchasers shall be liable for deduction of 30% amount out of the part consideration paid by the Purchasers to the vendors towards the agreement, as damages to the Vendors towards cancellation of Agreement and loss suffered by the Vendors. The remaining amount of such deduction shall be returned back by the Vendors to the Purchasers within 90 days from such cancellation and thereafter, the Vendors shall be

free to enter into fresh agreement with any other prospective purchaser in respect of the concerned property.

IN MAINTENANCE AND BUILDING: -

It is agreed by the Purchasers that, the Vendors shall be responsible and liable for maintaining the concerned scheme only upto issuance of occupancy certificate to the Vendors by competent authority in relation to the concerned scheme. By that time the Vendors shall form an association of apartment owners and hand over copy of occupancy certificate to the said association and shall entrust the responsibility and liability of maintaining the concerned scheme over such association of apartment owners, who shall thereafter maintain the concerned scheme by procuring proportionate contributions towards maintenance charges from the apartment owners and thereafter, the Vendors shall never be alleged or held liable to maintain concerned scheme for any reason whatsoever. It is agreed and so declared by the Purchaser that, the vendors/developer have not received any amount towards one time maintenance charges or corpus fund for maintaining concerned scheme from the purchaser or any other apartment owner. And accordingly, on forming of the association of apartment owners, it shall be the responsibility and liability of such association of apartment owners to maintain the concerned scheme without alleging or fixing in liability against the Vendors/Developers in that regards.

DEFECT LIABLITY:

The Vendors shall put the Purchaser in possession of the concerned property at the time of execution and registration of sale Deed, in a defect free condition. The Purchaser shall be free to inspect the said property and point out any defect if so, found in the concerned property before execution and registration of Sale Deed.

That the Developer/Vendors shall have rights on terrace exclusively to use and enjoy the same. The Flat Owners and Grantors shall never obstruct the Developer to use and occupy the same. Accordingly, in the event of increased FSI at any time in future in relation to the concerned land, the Developer/Vendors shall be exclusively entitled to sue the same and escalate further construction over terrace of concerned building and sell such newly constructed apartment to any prospective purchaser without any dispute, obstruction or objection of the Purchaser and other apartment owners.

Thereafter No one any clause has been changed/Modified and Annexure A is keep intact as it is, as Provided/Suggested by Maha-RERA as per Rule 10(1).

Yours Faithfully,



Place- Nagpur
Date- 22-06-2023

DEVENDRA PRAKASH DESHMUKH

DEVBHOOMI DEVELOPERS
Project - DEV NAGARI