RADIANCE INFRAVENTURE

F1/A, Sagar Jyoti Complex, Ayodhya Nagar, Nagpur-440 024. (M.S.), India.
Tel : 8805220066, 9922877478 • E-mail : radianceinfraventure@gmail.com • Web : www.radianceinfraventure.com

To
MahaRERA
6 & 7th Floor, Housefin Bhavan,
Plot No.C-21, E-Block,
Bandre Kurla Complex,
Bandra(E), Mumbai-400 051.

MahaRERA
Administrative Building No.1,
Civil Lines, Nagpur-440 001.

Subject: Deviation Report for Agreement to Sale for the Project "**SAI KRISHNA RESIDENCY WING B"** by **M/s RADIANCE INFRAVENTURE**

Respected Sir,

I **SHRI RAJESH GANESHRAO HIWASE,** partner, **M/s RADIANCE INFRAVENTURE.**, a partnership firm, having its proposed project in the name of "**SAI KRISHNA RESIDENCY WING B"** on the project land being ALL THAT piece and parcel of Retainable landed measuring 0.4001 Hectares bearing kh. Survey No. 189/1A, with Occupant Class I Bhumiswami right, situated at MAUZA : PIPLA. P.H. No.38, Tahsil : NAGPUR (RURAL). District : NAGPUR as per the building Plans sanctioned by the Assistant Engineer, Nagpur Metropolitan Region Development Authority Nagpur, vide Building Permit No. B.E. (MRDA)/South/Nagpur (Rural)/No.17121565/2021021098/2560 dt. 13.04.2022.

We are holder of land. We are undertaking the said project of Commercial cum Residential Apartments Scheme under the Group Housing Scheme on the Eastern portion of the said land i.e. Residential G+9 storied building from the Assistant Engineer, Nagpur Metropolitan Region Development Authority Nagpur, vide Building Permit No. B.E.(NMRDA)/South/Nagpur (Rural)/No. 17121565/2021021098/ 2560 dt. 13.04.2022 and is constructing a Residential cum commercial Building on said portion known as "Sai Krishna Residency - Wing-B" and submitted the said proposed building to the provisions of the Maharashtra Apartment Ownership Act, 1970 by executing a Deed of Declaration dt.

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07.06.2022 registered with Sub Registrar, Nagpur – 7 at Book No. 1 at Sr. No. 4781 dt.07.06.2022 and the building is known as "SAI KRISHNA RESIDENCY WING-B",

The Provision of the Maharashtra Apartment Ownership Act, 1970 as well as the term 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 words that are not applicable to us are in "RED COLOUR" and words/paragraph are added/Inserted are in "GREEN COLOUR" and such words from the Agreement to Sale Uploaded on the Rera website, which are produced below: -

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 nnum/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 dated .....day 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

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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;

The PROMOTER hereby agreed to allot Parking Slot / Parking No. ..... admeasuring about ..... Sq. Mtrs. at ..... Level Basement / Podium and/or mechanical parking, if possible bearing No. ..... in the proposed building known as SAI KRISHNA RESIDENCY WING- B, as shown in the Floor plan free of cost / for a consideration of RS...../- (RS ONLY).

1(f)The Vendor/Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @__% per annum for the period by which the respective installment has been pre-poned. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Vendor/Promoter.

2.1 ii) Period for conveyance of title, by PROMOTER, to legal entity of allottees in case of single building project .– The PROMOTER shall (subject to his right to dispose of the remaining apartments, if any) execute the conveyance of title within three months from the date of issue of occupancy certificate in favour of the ALLOTTEE / PURCHASER.

Similarly, the ALLOTTEE/PURCHASER shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the PROMOTER as provided in clause 1 (b) herein above. ("Payment Plan").

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7.4

Provided further that in case of any change or modification to the Specification 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 to the Residential Apartment resulting in damages of any nature, then under such circumstances the Developer / Promoter shall not be liable for make good of the defect.

Hence This Report.

Thanking You

M/s M/s RADIANCE INFRAVENTURE

RADIANCE INFRAVENTURE

Partner

SHRI RAJESH GANESHRAO HIWASE

PARTNER

Date:11-11-2022

Place: - Nagpur