Sandeep Dwellers Pvt. Ltd.

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 Aaranyam – A project by SDPL situated on the land bearing F. Sr. No. 73/2, 74, 73/3, Near Delhi Public School, Mouza Lawa, Tah. Nagpur (Gramin), Distt. Nagpur.

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) for Plotted development projects- MahaRERA General (Amendment) Regulations 2017.

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:

| Clause No. | Particulars |
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| 2.1.2 | The above-mentioned total price/consideration excludes Taxes viz. GST as the same is not applicable as per the prevailing laws and the Vendors have not collected the same from the Purchaser. All/or any other taxes, premiums, charges which may be levied and / or payable, in connection with the Project payable by the Vendors up to the date of handing over the possession of the said Plot and/or if imposed in future, the same shall be borne by the Purchaser over and above the contracted amount. The Purchaser specifically agrees to pay to the Vendors all such Taxes as and when demanded by the Vendors. |
| 2.1.3 | The Purchaser agrees to pay the difference in case any of the taxes like Service Tax, VAT, GST, or any other Tax or premiums, whether included or excluded in the total price are increased prospectively or retrospectively with respect to the said Plot after the date of execution of this Agreement and shall always keep the Vendors indemnified against the same and undertakes not to raise any dispute or claims on this account with the vendors before any forum and platform. |
| 2.1.4 | The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the Competent Authority/ Local Bodies/Government from time to time. The Vendors undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost, or levies imposed by the competent authorities etc., the Vendors shall enclose the said Notification/ Order/ Rules/ Regulation published/ issued in that behalf to that effect along with the demand |

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| | letter being issued to the Purchaser, which shall only be applicable on subsequent payments. The Vendors will charge the Purchaser separately for any upgradation / changes specifically requested or approved by the Purchaser, which have been done on the Purchasers request but which have not been agreed upon herein or shown in the website of the registered authority. |
| 2.1.5 | The Vendor No.12 may allow, at its sole discretion, a rebate for early payments of instalments payable by the Purchaser to the Vendor No.12 by discounting such early payments @ 6 % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser by the Vendor No.12. |
| 2.1.6 | The Purchaser do hereby authorizes the Vendor No. 12 to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendor No. 12 may at his sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor No. 12 to adjust her/his payments in any manner |
| 2.2.2 | **2.2.2.** The Vendor No. 12 shall be exclusively in-charge for carving out of the layout and providing of the facilities as per the terms and conditions imposed by the competent authority 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 contract in respect of Plot, if made by the Purchaser shall be void and shall not be binding upon the Vendors. |
| 2.2.3 | The Vendors hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Plot to the Purchaser. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said Plot until the allottee has paid all dues payable under this agreement in respect of the said Plot to the Vendor No. 12. |
| 2.2.6 | The Vendors hereby declares that the total land available for carving out saleable plot area is 49,380.731 Sq. Mts. and the Vendors reserves their right to get the layout plan revised in case if the occasion so arises and the Purchaser shall have no right to object to such revision. |
| 2.2.11 | The Vendors upon receipt of the payment made by the Purchaser as per the agreement shall offer in writing the possession of the Plot to the Purchaser in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such notice and the Vendors shall give possession of the said Plot to the Purchaser. |
| 2.2.12 | The Purchaser hereby agrees not to occupy the said Plot without prior written permission of the Vendors else Purchaser shall be treated as a trespasser. |
| 2.2.13 | The Vendors does hereby agree with the Purchaser that on receipt of the |

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| | balance sale price and also upon the payment of Legal charges including Stamp Duty and Registration Fees, payment of GST, Service Tax, VAT, 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 Vendors will execute a proper Sale Deed of the Plot hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same shall be duly registered at the costs of Purchaser in accordance with the law in force. |
| 2.2.14 | On obtaining the proper Sale Deed relating of the said Plot of land hereby agreed to be sold, the same will be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein. |
| 2.3.2 | Upon receiving a written intimation from the Vendor No. 12 as mentioned herein above, the Purchaser shall take possession of the Plot from the Vendors by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendors shall give possession of the Plot to the Purchaser. In case the Purchaser fails to take possession within the time as stated herein, the Vendors shall not be responsible or liable to take care of the said Plot and the said Plot shall be left open at the costs and risk of the Purchaser. |
| 3 | **3.1.** The Purchaser shall protect the internal and approach roads of the layout and shall not dig the road without obtaining necessary permission from the competent authority and shall repair the same at its own costs and expenses.<br>**3.2.** The Purchaser shall use the Plot or any part thereof or permit the same to be used only for purpose of residence for carrying on any Residential use or such other use as may be permissible in law but not for any immoral or illegal activities.<br><br>**3.3.** The Purchaser with intention to bring all persons into whosoever hands the Plot may come, hereby covenants with the Vendors as follows:<br><br>i. To make construction on the said Plot in accordance with the rules, regulations or bye-laws or change/alter or make addition in the Plot without prior approval and consent of the local authorities.<br>ii. That even after taking over the actual possession of the Plot chosen by Purchaser, the Purchaser will not object or prevent or obstruct the Vendors in any way in carrying on and completing the work.<br>iii. Not to store in the Plot any goods which are of hazardous, combustible or dangerous in nature or storing of which goods is objected to by the concerned local or other authority, and the Purchaser alone shall be liable for the consequences of the breach.<br>iv. That the Purchaser may have licensed and vaccinated pet/s in his/her Plot, but the Purchaser shall ensure that no pet/s is left open unattended in any common areas and so also the pets do not litter in any commons areas and further the pet/s should not cause any nuisance or disturbance to the other occupiers of the project.<br>v. In the event of the Purchaser committing any act in contravention to any of the provision of law, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority. |

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| | vi. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Plot in any portion of the project land.<br>vii. To bear and pay local taxes, water charges, electricity charges, NA assessment and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, directly to the concerned authority.<br>viii. Not to let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Plot until all the dues payable by the Purchaser to the Vendors under this Agreement are fully paid up.<br>ix. THAT it is understood by the Purchaser that the Vendor No.12 shall be entitled to display any type of Board, signs, banners etc. and the Purchaser will neither object/disturb it, nor obstruct its visibility in any way. The Vendor No.12 shall not pay, nor the Purchaser demand any rent etc. for any signs displayed by the Vendor No.12.<br>x. That the Purchaser or his/her visitor/s shall not park any vehicle outside the plot area and the Purchaser shall ensure that the roads are not blocked in any manner for the purposes of ingress and egress of the other Plot Owners.<br>xi. The Purchaser agrees to incorporation of 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 Plot Owners interse.<br>xii. THAT the Purchasers agrees that all the other spaces as have been sanctioned by the competent authority, shall be in exclusive possession of the Vendors and the Vendors shall be entitled to make use of the same in the manner as they may desire to do so and the Purchaser shall not be entitled to raise any claim, objection, etc. of whatsoever in nature. |
| 7 (viii) | At the time of execution of the Sale Deed of the Plot in favor of the Purchaser, the Vendors shall handover lawful, vacant, peaceful, physical possession of the said Plot to the Purchaser; |
| 7 (xii) | THAT the VENDORS shall not be liable or responsible for loss or damage caused to the said Plot due to natural calamities like flood, earthquake, lightning, cyclone etc., nor shall be responsible for cause of damage due to public disturbances like riots. |
| 7 (xiii) | After the Vendors executes this agreement, they shall not mortgage or create a charge on the Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such Plot. |
| 14 | **BINDING EFFECT:** Forwarding this Agreement to the Purchaser by the Vendors does not create a binding obligation on the part of the Vendors or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Vendors. If the Purchaser(s) fails to execute and deliver to the Vendors this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendors, then the Vendors shall serve a notice to the |

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| | Purchaser for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever, after deducting the liquidated damages as stipulated herein above. |
| 15 | **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties. |
| 16 | **PROVISIONS OF THIS AGREEMENT APPLICABLE TO PURCHASER / SUBSEQUENT PURCHASERS:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes. |
| 17 | **SEVERABILITY :**If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement. |
| 18 | **PLACE OF EXECUTION:** The execution of this Agreement shall be complete only upon its execution by the VENDORS at the Office of the Vendor No. 12, or at some other place, which may be mutually agreed between the Vendor No. 12 and the Purchaser, in Nagpur after the Agreement is duly executed by the Purchaser and the Vendor No. 12 or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Nagpur. |
| 19 | The Purchaser and/or Vendors shall present this Agreement as well as the Sale Deed at the proper registration Office of registration within the time limit prescribed by the Registration Act and the Purchaser and/or Vendors will attend such Office and admit execution thereof. |
| 20 | **JOINT PURCHASERS:** In case there are Joint Purchasers all communications shall be sent by the Vendor No. 12 to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchasers. |
| 21 | **POWER OF ATTORNEY:** That the power of attorney to present the document for registration/ admission, execution & verification by principal executants of Power of Attorney has not been cancelled for any reason whatsoever & that none of the executants of power of attorney are dead. Aforesaid power of attorney is completely valid and the present executant, on behalf of the VENDORS is competent enough to execute the present sale deed or any other |

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| | acts mentioned in the aforesaid Power of Attorney. That the Power of Attorney holder is aware of the fact that of any statement is found to be false therein, he shall be liable for prosecution u/s 82 of Registration Act, 1908. |
| 22 | THAT for the matters not specifically covered, the provisions of Transfer of Property Act shall apply. |

Thanking you in anticipation

For M/s. Sandeep Dwellers Pvt. Ltd.



Gaurav Agarwala
Director

Dated: 3rd Feb 2023