R SANDESH PROJECTS

Add: Plot No. 135, 1st Floor, House No. 143/A, Mohta Nikunj, Opposite Shriram Bhawan, Canal Road, Ramdaspeth, NAGPUR - 440010

Ref. No.

Date: 29/12/2022

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

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

Subject: Deviation Report for Agreement to Sell for the project known as **"SANDESH NAGARI-4",** having MahaRERA Registration No. _____

Respected Sir,

WE, **(1) DILIP S/o PRALHADRAI AGRAWAL, (2) NITIN S/o MAROTRAO UPARE, (3) SHYAMSUNDER S/o RAMBILAS MITTAL, (4) RANJEETSINGH S/o TARLOCHAN SINGH CHHABDA, (5) SHREE SHYAM TRADING COMPANY, acting through its Authorised Partner, SHRI. AJAY S/o ROOPNARAYAN AGRAWAL** AND **(6) DILIP S/o DEORAO GAT**, landowners & Developers in Project known as "SANDESH NAGARI-4" proposed to be carved on ALL THOSE Pieces and Parcels of non-agricultural lands bearing Khasra Nos. 92/1, 94/1, 94/2, 95, 96, 97, 98/1, 98/2, 99 and 101/1 of MOUZA – PEWATHA, Patwari Halka No. 40-A, having an area of 1.84 Hectares, 1.77 Hectares, 1.85 Hectares, 1.42 Hectares, 2.31 Hectares, 1.42 Hectares, 1.42 Hectares, 1.01 Hectares, 4.27 Hectares and 1.22 Hectares respectively, thus totaling 18.53 Hectares (i.e. 185300.00 Sq. Mtrs.), all held in Occupancy Class - I Rights, situated at Village-Pewatha, AND Khasra Nos. 75/2 and 107 of MOUZA - SALAI (GODHANI), Patwari Halka No. 40, having an area of 2.02 Hectares and 2.28 Hectares respectively, thus totaling 4.30 Hectares (i.e. 43000.00 Sq. Mtrs.), both held in Occupancy Class - I Rights, situated at Village-Salai (Godhani), i.e 18.53 Hectares (i.e. 185300.00 Sq. Mtrs.) + 4.30 Hectares (i.e. 43000.00 Sq. Mtrs.) = 22.83 Hectares (i.e. 228300.00 Sq. Mtrs.), within the limits of Nagpur Metropolitan Region in Tahsil – Nagpur (Rural) and District – NAGPUR, hereby certify that there is

following deviation with respect to **Agreement to Sell (ATS)** uploaded on Rera Website with respect to the Model Form of Agreement issued by the MahaRera for the Plottable Layout Project.

THAT, in the Model Form of Agreement to Sell, we have made some changes that are applicable to us and so added some points in Agreement to Sell uploaded on the Rera Website, which are produced below:

2.1.1 The balance Sale Consideration is specifically agreed to be paid by the ALLOTTEE/PURCHASER/S to the SELLER/PROMOTER in the manner stipulated in Schedule - E. That the SELLER/PROMOTER shall procure all necessary documents, Release Letter, papers required for registration of the Sale Deed.

2.1.2 It is agreed between the parties that, if the ALLOTTEE/PURCHASER/S fails to make payment of consideration as stated here-in the interest may be charged for the period of default but in no case any such default shall be delayed for one months from due date.

2.2.1 Provided further that the Promoter shall be entitled to reasonable extension of time for giving delivery of the residential plot on the aforesaid date, if the completion of Lay-out and compliances are delayed on account of –

(i) War, civil commotion/pandemic or act of God;

(ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.

(iii) Delay in obtaining Government Statutory permissions and compliances therefore including Release Letter.

2.2.2 That, the SELLER/PROMOTER, upon obtaining the Release Letter from the competent authority and subject to receipt of the Sale Consideration from the ALLOTTEE/PURCHASER/S as per the agreement, shall offer the possession of the Residential Plot to the ALLOTTEE/PURCHASER/S in terms of this Agreement to be taken within 15 days from the date of issue of such notice and the SELLER/PROMOTER shall give possession of the Residential Plot to the ALLOTTEE/PURCHASER/S. The SELLER/PROMOTER agrees and undertakes to indemnify the ALLOTTEE/ PURCHASER/S in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the SELLER/PROMOTER.

2.2.3 The ALLOTTEE/PURCHASER/S after taking over the possession of the said plot shall use the said Plot or any part thereof or permit the same to be used only for Residential / legal Purposes.

Thanking You

Date- 29 **-12-2022**

NAGPUR

Yours Faithfully

(1) SHRI. DILIP PRALHADRAI AGRAWAL,

(2) SHRI. NITIN MAROTRAO UPARE,

(3) SHRI. SHYAMSUNDER RAMBILAS MITTAL,

(4) SHRI. RANJEETSINGH TARLOCHAN SINGH CHHABDA,

(5) SHREE SHYAM TRADING COMPANY, acting through its Authorised Partner,
SHRI. AJAY S/o ROOPNARAYAN AGRAWAL,

(6) SHRI. DILIP S/o DEORAO GAT