Nivaasa Retreat

Shri Hirasingh Thakur Nagar,
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Date :- 06-07-2023

To,
The MahaRERA

Subject: Deviation Report for Model Form of Agreement

Ref: project **"Nivaasa Retreat"** situated in **Sr No.26/1(Part),** Mouza- Waroda, Taluka- Nagpur(Gramin), District- Nagpur

Respected Sir/Madam,

We, **Riteshsingh Nandkishorsingh Dixit, Ramsingh Hirasingh Thakur** & **Ragini Ramsingh Thakur**, Promoter in project **Nivaasa Retreat** hereby hereby specify that we have added following points in Agreement to Sale. All other points are as per the Model Form of Agreement.

14) OTHER AGREED TERMS & CONDITIONS BETWEEN PARTIES HERETO :

a) That, it is specifically agreed by Vendor / Party No. 1 that sale deed in respect of the said immovable property shall be executed and registered in favor of the Purchaser/s Allottee/s or any other person or nominee as suggested/directed by the Purchaser/s Allottee/s of this agreement.

b) That, it is specifically agreed to and understood by the parties herein that the immovable property agreed to be sold/purchased shall be taken to be correctly described and incase, any mis-statement, error or omission is found or detected, the same shall not annul this agreement

but all such mis-statement, error or omission shall always be subject to correction by the parties.

c) That, as already mentioned, the Owner / Promoter / Developer herein agreed to sell to the Purchaser/s and the Purchaser/s has / have agreed to purchase the said Plot No. ..... from the Owner / Promoter / Developer more specifically described herein below for the mutually agreed lump sum consideration of Rs. ..... (Rupees .....) and the Purchaser/s shall make the payment of the same in the name of ..... or such other name as may be specified from time to time by the Owner / Promoter / Developer and the said consideration amount is excluding expenses for Stamp Duty, GST, Registration Fees, Other Taxes, expenses, etc., and also all other outgoings as mentioned herein below which will be paid by the Purchaser/s / Allotte/s separately as agreed and specified.

d) That, the Possession of the said Plot agreed to be purchased by the Purchaser/s / Allotte/s shall be handed over to the Purchaser/s / Allotte/s by the Owner / Promoter / Developer on receipt of the entire balance consideration amount of Rs. ..... (as already herein above specified) and other charges as agreed. The Purchaser/s /Allotte/s shall take possession of the said Plot after complying with all necessary legal formalities and effective necessary payment as agreed.

e) That, 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 Owner / Promoter / Developer undertakes and agrees that while raising a demand on the Purchaser/s / Allotte/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Owner / Promoter / Developer shall enclose the said Notification / Order / Rules / Regulation published / issued in that behalf to that effect along with the demand letter being issued to the Purchaser/s / Allotte/s, which shall only be applicable on subsequent payments.

f) That, as has already specified herein above that before executing this agreement, on demand from the Purchaser / Allottee, the Owner / Promoter / Developer has given inspection to the

Purchaser / Allottee of site, all the documents of title relating to the project land and the layout plans, designs and specifications prepared by the Owner / Promoter / Developer and sanctioned by the sanctioning authority and of such other document/s as are specified under the Real Estate (Regulation and Development) Act 2016 (hereinafter referred to as "the said Act") and the Rules and Regulations made thereunder. The Purchaser / allottee has, prior to the execution hereof perused the Title documents, Layout Plan/s, and Specifications including area specifications of the said Project and the other documents and papers disclosed by the Owner / Promoter / Developer and satisfied herself/himself/themselves about the title of the Owner / Promoter / Developer to the said Property and/or right of the Owner / Promoter / Developer to sell the same on ownership basis. The Purchaser / Allottee hereby confirms that, the Owner / Promoter / Developer has produced for inspection, all information and documents and has made full and true disclosure as demanded by the Purchaser / Allottee and the Purchaser / Allottee is satisfied with the same and has no further or other information nor disclosure to be required from the Owner / Promoter / Developer, and the Purchaser/s is fully satisfied with the right, title and authority of the Owner / Promoter / Developer as well as the condition, type, user and specifications of the said layout scheme and facilities to be provided in the said layout scheme and after being so satisfied, the Purchaser/s has agreed to purchase it.

g) That, any dispute between parties shall be settled amicably by following conciliation proceedings. In case of failure to settle the dispute amicably, the same shall be decided as per the provision of the Real Estate (Regulation and Development) Act, 2016, Rules and Regulations, thereunder.

Thanking you,
Yours Faithfully

Riteshsingh Nandkishorsingh Dixit	**Ramsingh Hirasingh Thakur**	**Ragini Ramsingh Thakur**
(Joint Landowner & Developer)	(Joint Landowner & Developer)	(Joint Landowner & Developer)