BANGANAGAR PLYWOOD LIMITED

Registered Office: 32, Ezra Street 6th Floor, Room No. 668 Kolkata, WB 700001,

CIN: U02001WB2000PLC091627 EMAIL ID : sunchhajer@gmail.com

AGREEMENT FOR SALE

DEVIATION REPORT

To
The MahaRERA,

Subject: Deviation Report for Agreement to Sale for the project "**ARHUM TULSI**" by **BANG NAGAR PLYWOOD LIMITED (CIN: U02001WB2000PLC091627)**, A Company incorporated under the Companies Act, 1956.

Respected Sir,

We, **BANG NAGAR PLYWOOD LIMITED**, A Company incorporated under the Companies Act, 1956, landowner & developer in project "**ARHUM TULSI**" proposed to be constructed on ALL THAT Piece and Parcel of land bearing Plot No. 13, containing by admeasurement 997.92 Sq. Mrs. (OR 10741.62 Sq. Ft.), being a portion of the entire land bearing Kh. No. 157/6 of MOUZA – BORGAON, P. H. No. 8, bearing City Survey No. 547 and Sheet No. 158/54, situated at Borgaon, Katol Road, Nagpur, within the limits of the Nagpur Municipal Corporation Ward No. 61 in Tahsil and District – NAGPUR,

We, the holder of land hereby undertake and certify that the said project is of construction of Residential Units/ Apartments. **We being the owner is the Promoter thus there is no development Agreement. The said project land is held in free hold rights thus Conveyance will not be as lease**. Therefore the paragraph relating to the details of Lease, Development Agreement and allotment of Parking space is not applicable to us and is so deleted from our Agreement for Sale.

Thus, **there are following deviation** which is/are reproduced below. with respect to **Agreement for Sale (AFS)** uploaded on Rera Website with respect to the Model Form of Agreement issued by the MahaRERA for said Building Project.

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Sr. No	Paragraph Number of Model Format for AFS	Extract of text from Model Format for AFS	Remarks/Comments
1	NA	The word is added as vendor/Promoter	Addition of word Vendor
2	Paragraph No 4	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 annum/month and on the terms and conditions contained in the said Lease Deed/Agreement for Lease	Deleted Paragraph
3	Paragraph No 5	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.	Deleted Paragraph
4	Paragraph No 6	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	Deleted Paragraph

		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 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;	
5	1(a)(ii)	The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee garage bearing Nos _____ situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs._____/-	Deleted Paragraph
6	1(a)(iii)	The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee covered parking spaces bearing No. _____ situated at Basement and/or stilt and /or podium being constructed in the layout for the consideration of Rs. _____./-.	Deleted Paragraph
7	Point No 8	The Allottee shall use the Apartment or any part thereof or permit the same to be used only for purpose of *residence/~~office/show-room/shop/godown~~ for carrying on any industry or business.(*strike of which is not applicable)	Not applicable words deleted

		They shall use the garage or parking space only for purpose of keeping or parking vehicle	
8	Point No 9	The said Project will be governed by the provisions of the Maharashtra Apartment Ownership Act, 1970. Therefore all the unit owners are having right title and interest in the project land. On obtaining duly registered Sale Deed/Conveyance they shall be the co-owners of the said plot of land therefore conveyance clause as like in the MOFA Act is not applicable to the said Project	Added Paragraph after point no. 9.3
9		The provisions of the Maharashtra Apartment Ownership Act, 1970 as well as the terms 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	Added Paragraph after point no. 9.3
10	Point No 11.	The Allottee shall pay to the Promoter a sum of Rs. ..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at- Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or ~~assignment of lease.~~	Not applicable words deleted
11	Point No 12	At the time of registration of conveyance or ~~Lease~~ of the structure of the building or wing of the building, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said	Not applicable words deleted

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		Society or ~~Limited Company~~ on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building /wing of the building. At the time of registration of conveyance or Lease of the project land, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Apex Body or Federation on such conveyance or ~~lease~~ or any document or instrument of transfer in respect of the structure of the said land to be executed in favour of the Apex Body or Federation	
12	Point No 26	The Allottee and/or Vendor/Promoter shall present this Agreement as well as the conveyance/~~assignment of lease~~ at the proper registration office of registration within the time limit prescribed by the Registration Act and the Vendor/Promoter will attend such office and admit execution thereof	Not applicable words deleted

Thanking You

Yours' Faithfully

FOR, BANGANAGAR PLYWOOD LIMITED (CIN: U02001WB2000PLC091627)
PROMOTER

For BANGANAGAR PLYWOOD LTD.

SUNIL CHHAJER
DIRECTOR
DIN: 00052843
PLACE : NAGPUR
DATE: 26/09/2023

Director