

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 SDPL Om Tatsat constructed on land bearing Plot No. 384, 385, 386, Kh. No. 63, 67, 61, 68, 70, 71, 72, 74, 75, 102/2 & 103/1-2, City Survey No. 395 (comprising of City Survey No.392, 393, 395, 399, 402, 411, 412, 413, 414, 415, 417 & 418), Sheet No. 62, 69 (comprising of Sheet Nos. 50, 59, 61, 62, 69, 70, 71, 72, 73, 76, 77, 78, 79, 80, 712 & 718) of Mouza Chikhali (Deo), Nagpur.

This is to declare the below deviations in the standard format of the Agreement to sell

Clause No. / Page No.	Deviations
Clause No. 1.c on Page 6	1.c The Purchaser has paid on or before execution of this Agreement a sum of Rs. _____/- (Rs. _____ Only) as advance payment to the DEVELOPER and hereby agrees to pay to the DEVELOPER the balance amount of Rs. _____/- (Rs. _____ Only) towards the balance of the sale consideration, in the following manner: i) Rs. _____/- (Rs. _____ only) (not exceeding 15% of the total consideration) agreed to be paid by the Purchaser to the DEVELOPER within 7 days from the date of execution of this Agreement / in the month of Booking. ii) Rs. _____/- (Rs. _____ only) (not exceeding 25% of the total consideration) agreed to be paid by the Purchaser to the DEVELOPER within 7 days from the date of completion of the Raft of the wing in which the said Flat is located. iii) Rs. _____/- (Rs. _____ only) (not exceeding 35% of the total consideration) agreed to be paid by the Purchaser to the DEVELOPER within 7 days from the date of completion of the foundation of the wing in which the said Flat/Shop is located. iv) Rs. _____/- (Rs. _____ only) (not exceeding 39% of the total consideration) agreed to be paid by the Purchaser to the DEVELOPER within 7 days from the date of

	completion of the 2 nd floor slab of the wing in which the said Flat is located.
v) Rs. _____/-	(Rs. _____ only) (not exceeding 43% of the total consideration) agreed to be paid by the Purchaser to the DEVELOPER within 7 days from the date of completion of the 4 th floor slab of the wing in which the said Flat is located.
vi) Rs. _____/-	(Rs. _____ only) (not exceeding 47% of the total consideration) agreed to be paid by the Purchaser to the DEVELOPER within 7 days from the date of completion of the 6 th floor slab of the wing in which the said Flat is located.
vii) Rs. _____/-	(Rs. _____ only) (not exceeding 51% of the total consideration) agreed to be paid by the Purchaser to the DEVELOPER within 7 days from the date of completion of the 8 th floor slab of the wing in which the said Flat is located.
viii) Rs. _____/-	(Rs. _____ only) (not exceeding 55% of the total consideration) agreed to be paid by the Purchaser to the DEVELOPER within 7 days from the date of completion of the 10 th floor slab of the wing in which the said Flat is located.
ix) Rs. _____/-	(Rs. _____ only) (not exceeding 59% of the total consideration) agreed to be paid by the Purchaser to the DEVELOPER within 7 days from the date of completion of the 12 th floor slab of the wing in which the said Flat is located.
x) Rs. _____/-	(Rs. _____ only) (not exceeding 63% of the total consideration) agreed to be paid by the Purchaser to the DEVELOPER within 7 days from the date of completion of the 14 th floor slab of the wing in which the said Flat is located.
xi) Rs. _____/-	(Rs. _____ only) (not exceeding 67% of the total consideration) agreed to be paid by the Purchaser to the DEVELOPER within 7 days from the date of completion of the 16 th floor slab of the wing in which the said Flat is located.

	xii) Rs. _____/- xiii) Rs. _____/- xiv) Rs. _____/- xv) Rs. _____/- xvi) Rs. _____/- xvii) Rs. _____/- xviii) Rs. _____/- xix) Rs. _____/-	(Rs. _____ only) (not exceeding 71% of the total consideration) agreed to be paid by the Purchaser to the DEVELOPER within 7 days from the date of completion of the 18th floor slab of the wing in which the said Flat is located. (Rs. _____ only) (not exceeding 75% of the total consideration) agreed to be paid by the Purchaser to the DEVELOPER within 7 days from the date of completion of the 20th floor slab of the wing in which the said Flat is located. (Rs. _____ only) (not exceeding 79% of the total consideration) agreed to be paid by the Purchaser to the DEVELOPER within 7 days from the date of completion of the 22nd floor slab of the wing in which the said Flat is located. (Rs. _____ only) (not exceeding 83% of the total consideration) agreed to be paid by the Purchaser to the DEVELOPER within 7 days from the date of completion of the 23rd Terrace floor slab of the wing in which the said Flat is located. (Rs. _____ only) (not exceeding 87% of the total consideration) agreed to be paid by the Purchaser to the DEVELOPER within 7 days from the date of completion of brick work, of the said Flat. (Rs. _____ only) (not exceeding 91% of the total consideration) agreed to be paid by the Purchaser to the DEVELOPER within 7 days from the date of completion of the Internal Plaster of the said Flat. (Rs. _____ only) (not exceeding 95% of the total consideration) agreed to be paid by the Purchaser to the DEVELOPER within 7 days from the date of completion of the external plaster, plumbing and flooring of the wing in which the said Flat is located of the said Flat. (Rs. _____ only) (not exceeding 100% of the total consideration) agreed to be paid by the Purchaser to the DEVELOPER at the time of handing over of the possession of the Flat.
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	Rs. _____ (Rs. ____ Lakh ____ Thousand ____ Hundred and _____ Only)
Clause No. 1.f on Page 10	1.f THAT the Developer shall be exclusive in-charge of the construction 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 not enter into any building contract in respect of Flat/Shop with any other Engineer, Architect, Building Contractor or Advisory Agency and such contract, if made by the Purchaser shall be void and shall not be binding upon the VENDOR/DEVELOPER.
Clause No. 1.g on Page 10	1.g THAT during the period of building construction the Purchaser with Two days advance intimation in writing to the Developer, and after receiving the consent of the DEVELOPER in writing, may enter upon the said Plot of land to inspect the Plans, specifications, building materials if available at site and also the workmanship undertaken on the site.
Clause No. 7.3 on Page 14	7.3 THAT the Purchaser hereby agrees not to occupy the said Flat/Shop without prior written permission of the Developer else Purchaser shall be treated as a trespasser.
Clause No. 7.4 on Page 14	7.4 THAT the DEVELOPER does hereby agree with the Purchaser that on receipt of the balance sale price and other charges as mentioned above including also the amounts payable to the DEVELOPER of GST, charges for installation of Electric and Water Meters, Legal Expenses, MSEDCL Meter Deposit, Stamp Duty, Registration Charges, Society Deposit, Documentation Charges, and any other charges due, that may be levied and payable at the time of Registration from the Purchaser, the VENDOR/DEVELOPER will execute a proper Sale Deed relating to the Undivided share and interest in the said Plot of land and also the entire R.C.C. Superstructure comprising Flat/Shop hereby agreed to be sold in favour of the Purchaser or the nominee(s) appointed by the Purchaser and get the same duly registered at the costs of Purchaser in accordance with the law in force provided the Purchaser shall have also paid the entire agreed cost of construction of the Flat/Shop chosen by the Purchaser to the VENDOR.
Clause No. 7.5 on Page 14	7.5 THAT on obtaining the proper Sale Deed relating to the Undivided share and interest in the said Plot of land hereby agreed to be sold, the same will be held by the Purchaser jointly with the other Co-owners thereof. However, the unit chosen by Purchaser in the proposed multistoried building shall be owned and possessed by the Purchaser exclusively with heritable and transferable rights therein to be used only for the residential purposes for flats / commercial purpose for shops only. The common areas and facilities shall vest with the Association of the Flat/Shop Owners for the purpose of maintenance.
Clause No. 7.7 on Page 14	7.7 THAT the Purchaser shall protect the important parts of the building such as columns, beams, walls, slabs of R.C.C., Pardis or other structural portions in the said Flat/Shop and not cause any damage to the structural portions. In the like manner the Purchaser shall not damage water proofing, floor tiles etc. which will result in leakage in the building and thereby weaken the same and endanger the structure. For such unauthorized acts, if done by the Purchaser, then in such event, Purchaser will be solely responsible for any consequences which may arise. The Purchaser shall not be entitled to put pots (Kundi)/Plants etc. in the open passage/lobby.
Clause No. 8.2 on Page 15	8.2 THAT it is understood by the Purchaser that the VENDOR/DEVELOPER shall display any type of Board, signs, banners etc. on

	any exterior part of building proposed to be constructed on the said Plot of land and the Purchaser will neither object/disturb it, nor obstruct its visibility in any way. The VENDOR/DEVELOPER shall not pay, nor the Purchaser demand any rent etc. for any signs displayed by the VENDOR/DEVELOPER.
Clause No. 11.ii on Page 18	11.ii) The Purchaser hereby specifically agrees with the VENDOR/DEVELOPER that even after taking over the actual possession of the Flat/Shop chosen by Purchaser, the Purchaser will not object or prevent or obstruct the VENDOR/DEVELOPER in any way in carrying on and completing the work of other Flats/Shops in the said building and keeping building materials on the available open land.
Clause No. 11.iv on Page 19	11.iv) That the Purchaser may have licensed pet/s in his/her Flat/Shop, 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.
Clause No. 11.x on Page 19	11.x) Shop owners shall not create any opening or install any of its items including air conditioners, Air coolers etc. on the walls facing the common areas of the residential wings.
Clause No. 11.xi on Page 19	11.xi) Shop owners shall not put any material/s out of the shop in the open area in front of the shop and shall also not permit any of its customers who are not the member/s of the society to use any of the common and open areas of the buildings.
Clause No. 11.xix on Page 20	11.xix) THAT notwithstanding anything contained hereinabove the allocated covered Parking Place shall be exclusively used by only those Owners to whom the same has been allotted by Serial No. The Purchaser further agrees that he will not challenge any allotment of any parking space made by the DEVELOPER to any other Purchaser/s. Likewise, the Terraces attached/allotted to various Flats/Shops will be exclusively used by the Flat/Shop Owners to whose Flat/Shop the same have been provided.

Thanking you in anticipation

For M/s. Sandeep Dwellers Pvt. Ltd.



Gaurav Agarwala
Director

Dated: 30th Jan 2024