

DEVIATION REPORT

To,
The MAHARERA

Subject : Deviation Report from Model form of Agreement to Sale

Project Details : All the piece and Parcel of Land bearing Khasra No. 113/1 (PART) of Mouza – ISASANI, Patwari Halka No. 46, having an area of 3.19 H.R, held in Occupancy Class-1 Rights, Khate No. 1463, TOGETHERWITH a Layout proposed to be carved on the said land to be known and styled as “SUNRISE PARK”, situated at Village - Isasani, in Tahsil - Hingna and District – NAGPUR and the said land bounded as under :-

ON THE EAST	-	KHASRA NOS. 121 & 123,
ON THE WEST	-	REMAINING PORTION OF KHASRA NO. 113/1,
ON THE NORTH	-	KHASRA NO. 125,
ON THE SOUTH -	-	KHASRA NO. 113/4 & 113/3B

We, Mr. Dariyana s/o Gurmukhdas Rohra and Mr. Kailash S/o Dhanraj Batra, hereby declare / specify that we have modified and added following points in Agreement to Sale. All other points are as per the Model Form of Agreement.

A. EXCLUSIVE RIGHT TO SELL AND DEVELOP:

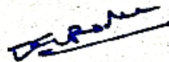
In the circumstances, the Owners / Developers / Promoters has the exclusive right of plotting of the said land or to develop the said Land by plotting of the said land into various plots and other permitted structures thereon, as per the approved layout of plots, and to enter into Agreements for Sale of such plots etc. with prospective purchasers thereof under the provisions of the Transfer of Property Act. The Owners / Developers Promoters have applied for, and is granted due registration under the provisions of the Real (Estate [Regulation and Development] Act, 2017, and the same is attached here to as Annexure “F”

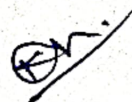
The above clause to read with the following :

However, as the RERA certificate was generated in the name of only One of the owner by mistake, and for the correction of the same, the Owners / Developers / Promoters had also submitted an application for adding the name of the other co-owner which was inadvertently left-out.

1.1. TIME PERIOD FOR POSSESSION:

The possession of the said Plot agreed to be purchased by the Purchaser/s shall be handed over to the Purchaser/s by the Owners / Developers / Promoters as declare in





RERA registration on receipt of the entire amount of the purchase price of the said Plot and other charges as agreed. The Purchaser/s shall take possession of the said open Plot within [fifteen days] two months [u/s 19(10)] of the Owners / Developers / Promoters giving written notice to the Purchaser/s intimating the same and after complying with all necessary legal formalities, and making necessary payment as per agreed schedule.

The above clause to read with the following :

Provided further that the Owner / Developer / Promoter shall be entitled to reasonable extension of time for giving delivery of the open Plot to the Purchaser / Allottee/ies, if the completion of Layout and compliances are delayed on account of –

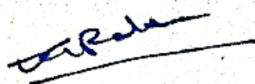
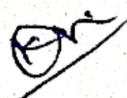
- i. War, Civil Commotion / Pandemic or Act of God.
 - ii. Any Notice, Order, Rule, Notification of the Government and / or other public or competent authority / Court.
 - iii. Any unavoidable reason/s beyond the control of the Owner / Developer / Promoter.
7. (i) The Promoters has duly paid and shall continue to pay and discharge undisputed government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.

The above clause to read with the following :

Provided that, the Owner / Developer / Promoter shall be liable to pay all or any of the aforesaid taxes till the date of possession or execution of sale deed whichever is earlier and the Purchaser / Allottee/ies thereafter will make all the payments of government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, it may be.

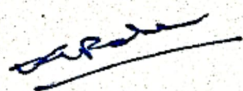
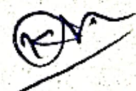
2. OTHER AGREED TERMS & CONDITIONS BETWEEN PARTIES HERETO:

- a) That, it is specifically agreed to and understood by the parties herein that the immovable proeprty 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.
- b) 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 / Allottes/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



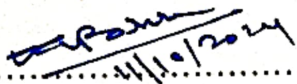
formalities and effective necessary payment as agreed.

- c) 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.
- d) 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.
- e) Provided that, in case the Purchaser/s / Allottee/s fails to make payments for One consecutive demands made by the Owner / Promoter / Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Owner / Promoter / Developer on the unpaid amount at the rate prescribed in the Rules;
- f) In case of Default by Purchaser/s / Allottee/s under the condition listed above continues for a period beyond Seven days of Second consecutive months after notice from the Owner / Promoter / Developer in this regard, the Owner / Promoter / Developer may cancel the allotment of the Plot in favour of the Purchaser/s / Allottee/s and refund the money paid to him by the Purchaser/s / Allottee/s by deducting the booking / advance amount and the interest liabilities and this Agreement shall thereupon stand terminated.

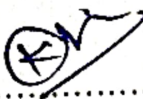


Provided that the promoter shall intimate the Purchaser/s / Allotee/s about such termination at least fifteen days prior to such termination.

- g) That, the Owner / Promoter / Developer shall and will have the absolute, exclusive legal rights over all the Amenity Space / Public Utility Land of the said layout scheme known as "Sunrise Park" and no other person, authority/ies, or any Plot holder / allottee/ies will have any rights with respect to the same. The Owner / Promoter / Developer shall be free to sell the aforesaid Amenity Space / Public Utility Land to any of the prospective buyer at any time, as desired by them.


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Mr. Dariyana s/o Gurmukhdas Rohra


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Mr. Kailash S/o Dhanraj Batra