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Suratna

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Deviation Report with respect to a model copy of Agreement

We Suratna Infra LLP., having registered office at 468, Arihant Plaza, Bahinabai Garden Square, Jillha Peth, Jalgaon, Maharashtra 425001, Promoter of the proposed Project "Sukrtui Suratna" located on project land admeasuring **8848 sq. mtr.** located at Gat no. 339/2/1, near Sukruti Dream Homes, behind vatika Ashram, Pimpralal Shivar, Jalgaon, Maharashtra -425001, give below deviation in AFS for the above project as compared to a model copy of the agreement as per MahaRERA.

SR.NO.	Clause no. as per model agreement	Original Clause as per Model Agreement	Revised Clause as per present Agreement for Sale for project
25	1 (c)	1(c) The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs .....(Rupees .....) in the following manner: - i. Amount of Rs...../- (.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located. iii. Amount of Rs...../- (.....) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located. iv. Amount of Rs...../-(.....) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Apartment. v. Amount of Rs...../- (.....) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment. vi. Amount of Rs...../-(.....) (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.. vii. Amount of Rs...../-(.....) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located. viii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of an occupancy	The Allottee has paid on or before execution of this agreement a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs ..... (Rupees .....) in the following manner: - i. Amount of Rs...../-(.....) (15% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Apartment is located. ii. Amount of Rs...../- (.....) (10% of the total consideration) to be paid to the Promoter on completion of the 1st slab of the building or wing in which the said Apartment is located. iii. Amount of Rs...../-(.....) (5% of the total consideration) to be paid to the Promoter on the 2nd slab of the building or wing in which the said Apartment is located. iv. Amount of Rs...../- (.....) ((5% of the total consideration) to be paid to the Promoter on the 3rd slab of the building or wing in which the said Apartment is located.. v. Amount of Rs...../-(.....) ((5% of the total consideration) to be paid to the Promoter on completion of the 4th slab of the building or wing in which the said Apartment is located. vi. Amount of Rs...../-(.....) ((5% of the total consideration to be paid to the Promoter 5th slab of the building or wing in which the said Apartment is located. vii. Amount of Rs...../-(.....) ((5% of the total consideration) to be paid to the Promoter 6th slab of the building or wing in which the said Apartment is located. viii. Amount of Rs...../-(.....) ((5% of the total consideration) to be paid to the Promoter 7th slab of the building or wing in which the said Apartment is located. ix. Amount of Rs...../-(.....) (10% of the total consideration) to be paid to the Promoter on completion of the brickwork, and internal plaster of the said apartment allotted as per the said agreement x.Amount of Rs...../-(.....) (10% of the total consideration) to be paid to the Promoter on completion of the flooring of the said floor at which apartment is according to agreement. xi. Amount of Rs...../-(.....) (10% of the total consideration) to be paid to the Promoter on installation of doors, windows, CP & electrical fittings of the said floor at which flat / Apartment is allotted according to agreement to sale. xii. Balance Amount of Rs...../-(.....) against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of an occupancy certificate or completion certificate and the subsequent execution of Conveyance/Sale Deed. *Note - 1. Any allottee who wishes to change any of the internal specifications according to his wish/demand will have to follow this payment schedule based on the installations done on the floor at

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		certificate or completion certificate	which his/her/their unit is located wherein the promoter has already used/installed the standard fittings/fixtures/installments as mentioned in the agreement to sale. 2. In case any allottee/s wants to make certain changes in the internal unit of his allotted flat/apartment due to which the fittings/fixtures/cp fittings are kept on hold by the said allottee then this will/can not be the reason for the other allottee who doesn't want to make changes wherein all the agreed-upon finish/fittings are already installed by the promoter.
27	1(e)	1(e) 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.	**Addition:-** The Promoter may charge the Allottee separately for any upgradation changes specifically requested or approved by the Allottee in the fittings, fixtures and specification and any other facility which have been done on the Allottee's request or approval but which haven't been agreed upon herein. The Promoter herein on or before due date on which payment is to be done shall intimate the amount payable as stated above in writing or by digital email/whatsapp to the Allottee and the Allottee shall make the payment due to promoter within seven working days from the receiving such intimation. The above payment schedule is prepared by THE PROMOTER with the mutual consent of THE ALLOTTEE. THE ALLOTTEE has agreed to pay the due payment on its due date to THE PROMOTER punctually and regularly without fail by any mode of transfer of money in the bank account of THE PROMOTER, also the Allottee undertakes to pay to the Promoter even if the promoter fails to send a written or otherwise intimation for the payment.
31	2.1	2.1 The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Apartment to the Allottee, obtain from the concerned local authority occupancy and/or completion certificates in respect of the Apartment.	**Addition :-** Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said apartment until the occupancy/completion certificate is received from the local authority and the Allottee has paid all dues payable under this agreement in respect of the said apartment to the Promoter and has paid the necessary maintenance amount/deposit, GST and other taxes payable under this agreement of the said apartment to the Promoter. Howsoever for the purpose of defect liability on towards the Promoter, the date shall be calculated from the date of handing over possession to the Allottee for fit outs and interior works and that the said liability shall be those responsibilities which are not covered under maintenance of the said unit/ building/phase/wing as stated in the said agreement. That further it has been agreed by the Allottee that any damage or change done within the unit sold or in the building/ phase/ wing done by him/ them or by any third person on and behalf of the Allottee then the Allottee expressly absolves the Promoter from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the Promoter.
33	3	3. The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is ..... square meters only and Promoter has planned to utilize Floor Space Index of _____ by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ as proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment	The Promoter hereby declares that the promoter has currently planned to utilize Floor Space Index of _____ sq.mt (____) by availing FSI available as mentioned in the Development Control Regulation which are applicable to the said Project. The Promoter has disclosed the Floor Space Index of _____ sq.mt (___) as currently proposed to be utilized by him on the project land in the said Project and Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the currently proposed FSI of _____ sq.mt (____)) and on the understanding that the leftover from the total declared FSI shall belong to Promoter only & has the complete liberty to utilize the leftover FSI as per his will & wish, The Allottee has clear understanding of this & hereby give unequivocal consent that they will not ever object to any such act.

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		based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.	
37	6	6. The Promoter shall give possession of the Apartment to the Allottee on or before..... day of .....20___. If the Promoter fails or neglects to give possession of the Apartment to the Allottee on account of reasons beyond his control and of his agents by the aforesaid date then the Promoter shall be liable on demand to refund to the Allottee the amounts already received by him in respect of the Apartment with interest at the same rate as may mentioned in the clause 4.1 herein above from the date the Promoter received the sum till the date the amounts and interest thereon is repaid. Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of building in which the Apartment is to be situated is delayed on account of - (i) war, civil commotion or act of God ; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court.	**Additions-** Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any court of law, or Tribunal, competent authority, statuary authority, high power committee etc. or due to such circumstances as may be decided by the Authority. If, however, the occupancy/completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Prompter shall be entitled to the extension of time for delivery of which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 30 days from that date. After any refund of the money paid by Allottee, also the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Place: Jalgaon
Date: 25/7/23

SURATNA INFRA LLP
Mr. Anish C. Shah
For Suratna Infra LLP
PARTNER

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