SHIV SHAKTI DEVELOPERS

Address : R-1, Mangeshi Sahara, Near Chhatri Bunglow, Kalyan (W) - 421301

Date:- 10-05-2024

To,

The Maharashtra Real Estate Regulatory Authority,

6th & 7th Floor, Housefin Bhavan,

Plot No. C - 21, E - Block, Bandra Kurla Complex,

Bandra (E), Mumbai 400051

Subject – Deviation Report with respect to a model copy of the agreement of the "Krishna Arcade"

Dear Sir/Ma'am,

I, **Mr Umesh D Tanna** Partner & authorised signatory of **M/S. Shiv Shakti Developers** hereby state declare that we have modified and adopted the format of Agreement for Sale submitted at the time of registration of the project "**Krishna Arcade**" to MahaRERA, however, we have incorporated the clauses therein in accordance with the statute and provision of Real Estate (Regulation and Development) Act 2016.

We would like to further state and declare that the following clauses and schedule have certain deviation from the model format of Agreement for Sale and the same are highlighted in draft of Agreement for Sale (attached herewith) uploaded on the portal

Clause No.	Clause of the Agreement
7.5 to 9	7.5 Provided after receiving of the Flat/Shops from the Promoter, any damage due to wear and tear of whatsoever nature caused thereto, the Promoter shall not be responsible for the cost of re-instating and repairing such damages caused by the Allottees and the Allottees alone shall be liable to rectify and re-instate the same at his own costs. Provided further however, that the Allottees shall not carry out any alterations of the whatsoever nature in the said Flat/Shops and specific the structure of the said unit/wing/phase of the said building which shall include but not limit to column, beams etc., or in the fitting, therein, in particular it is hereby agreed that the Allottee shall not make any alteration in any of the fittings, pipes, water supply connections or any creation or alterations in the bathroom, toilet and kitchen which may result in seepage of the water. If any such works are carried out without the written consent of the Promoter the defect liability automatically shall become void. 8. The Allottee shall use the Said Flat/Shops or any part thereof or permit the same to be used only for purpose of residence. He/She/They shall use the garage or parking space only for purpose of keeping or parking vehicle. The Allottee agrees not to change the user of the said Flat/Shops without prior consent in writing of the Promoter and any unauthorized change of user by the Allottee shall render this Agreement voidable at the option of the Promoter and the Allottee in that event shall not be entitled to any right arising out of this Agreement.

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	9. The Allottee along with other Allottee(s) of Flat/Shops in the building shall join in forming and registering the Society or Association to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organization of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies, as the case may be, or any other Competent Authority.
10	10 At the time of registration of conveyance of the structures of the building constructed in the said project, in the favour of each co-operative housing society or as the case may be, the Allottee shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable, by the said Society on such conveyance or lease or any document or instrument of transfer in respect of the structure of the said Building. The Promoter shall execute the conveyance deed of the undivided proportionate land and common area in favour of the Association of Allottees or the competent authority, as the case may be, after completion of the last building in the said project and 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 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	12. The Promoter have informed to the Allottee and the Allottee is aware that as per the Scheme of Construction envisaged by the Promoter: a) a.1) The Promoter intend to and are developing the said property to be known as "_____"; a.2) The Promoter are entitled to construct Building on the said property as per the plans sanctioned in respect of the said property. Moreover, as per provisions of the D. C. Regulations, the Promoter intend to acquire either additional TDR in the form of FSI &/or additional FSI by paying premium to the Corporation/Competent Authority and consume and utilize the same on the said building. b) the Promoter shall be at liberty and be entitled to amend the lay-out plan of the said property as may be required by the Promoter at their sole discretion. c) the Floor Space Index, by whatever name or form is increased (a) in respect of the said Property and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Property or (b) either on account of Transfer of Development Rights &/or additional FSI by paying premium to the Corporation/Competent Authority (or in any other similar manner) available for being utilized or otherwise and/or if the Sanctioning Authorities permit the construction of additional wing/s or floors, then in such event, the Promoter shall be entitled to construct such additional wings/floors as per the revised building/s plans. The Allottee expressly consents to the same as long as the total area of the said Flat/Shops is not reduced and the structure of the building is not changed. d) the Promoter are having a scheme of Construction to be implemented on the said property. The commencement of construction, completion/possession etc., of the

	building to be constructed on the said property will be spread over more than years. The Allottee declares and confirms that he/she/they is aware that the building in which the said Flat/Shops is located have nothing to do with the ground area below the building and the FSI utilized in the building in which the said Flat/Shops is located and the ground area is not in proportion to each other and the Allottee shall not be allowed to claim any further or other right to the area other than the said Flat/Shops. The Promoter have reserved unto themselves right to consume total FSI available and also further FSI if any that may be granted or available by reason of any increase in FSI and/or any change in the DCR from time to time till the conveyance is executed in favour of the all societies of the project.. e) The Promoter have the right to display advertisements, hoardings and other neon sign and advertisement materials on or over the terrace, parapet wall of the building with the right to grant permission to any person / firm of that choice and the Allottees herein along with the other Allottee will not raise any objection for the same. f) The Promoter has clearly brought to the notice and knowledge of the Allottee and the Allottee is aware that the Promoter intend to complete the said building as per the sanctioned plans and permissions and the said property will be conveyed to such co-operative housing society/ Apex body as per the timelines as mentioned in Para 9.1 & 9.2 of this agreement and as and when the need arises and the above contents shall always form an integral part of further writings, deeds and documents including the final deed of conveyance and the same is clearly seen, verified and accepted by the Allottee herein and in terms of such contents the final Deed of Conveyance will be executed and registered. g) The Promoter are negotiating to purchase and/or acquire development rights in respect of the adjoining properties. The Promoter shall at their option be entitled to amalgamate the said adjoining properties and/or grant the right of way to such adjoining land owners or their assignees and construct such building thereon and that the Allottee/s has. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any Government authorities or due to change in law.Aforesaid conditions are of the essence of the contract and only upon the Allottee agreeing to the said conditions, the Promoter have agreed to sell the said Flat/Shops to the Allottee.
13 Part	xiii. If Additional amenities are required by the Allottee, then in that event the Allottee agrees to pay in advance the cost of such additional amenities as per the estimate prepared by the Promoter or the Architect of the Promoter and his decision shall be final and binding. xiv. It is also understood and agreed by and between the parties hereto that the open terrace, E.P, balcony, dry balcony, cup-board appurtenant to/or in front of or adjacent to the Flat/Shops in the said building, if any, shall be exclusively to the respective Allottees of the said Flat/Shops and the same are intended for the exclusive use of the respective Flat/Shops Allottees as shown in the Floor Plan.
14 to 17	14. It is also agreed and understood that the Promoter will only pay the municipal tax for the unsold Flat/Shops and will not pay any maintenance charges like water, light etc., and the Promoter can sell the said Flat/Shops to any prospective buyers and then

	such prospective buyers will become the member of the society without paying any transfer premium or any other charges. 15. The Allottee/s has/have seen the layout of the proposed building complex and has agreed and understood the common amenities like common roads, drainage, sewers, water pipe lines, street lights etc., shall be the common property and shall be available for common use by all the buyers of the premises in the said complex and accordingly the Allottees of the premises in the said complex and the different common organization will have unrestricted right of way in common spaces, roads and laying of pipelines, telephone and electric cables, sewerage and drainage line etc. 16. It is specifically declared that if the Promoter provides the facility of bore well then the Promoter shall have full right and absolute authority to grant the water connection / supply to any adjoining building / societies and the Allottee herein along with the other Allottees shall not raise any objection for such grant of facility of bore well water and use of such bore well water by the Promoter for construction of other building in the adjoining properties. 17. It is brought to the notice of the Allottee/s that the electric meters of all the Flat/Shops premises as well as the water meters will be in the name of the Promoter herein and the Allottee/s and / or their society shall get the same transferred in their favour and the Promoter herein will grant the no objection as and when required.
34	34. It is hereby made clear that the furniture lay out, colour scheme, elevation treatment, trees garden lawns etc. shown on the pamphlet and literature are shown only to give overall idea to the Allottee/s and the same are not agreed to be provided by the Promoter unless specifically mentioned and agreed in this agreement. The Promoter reserves the right to make changes in the Elevations, Designs and Colors of all the materials to be used at his sole discretion. In all these matters the decision of the Promoter are final and it is binding on the Allottee/s.

For M/s Shiv Shakti Developers

For Shivshakti Developers

PARTNER

Partner