Kishan Patel : 7276683328
Abhishekk Pathade : 9029369235

Krishna Buildcon

204, 'A' Wing, Satyam Prime, Ganesh Ghat, Katrap, Badlapur (E) 421 503.
Email : krishnabuildcon2022@gmail.com

GST No. 27AAYFK028Q1Z9

Date: 01-06-2024

To,
MAHARERA Authority
Maharashtra.

Sub: Deviation Report with respect to model copy of Agreement for Sale

I hereby declare that the draft agreement for sale submitted for **M/S KRISHNA BUILDCON,** HAVING ITS OFFICE AT **204, A WING, SATYAM PRIME, NEAR TULSI AANGAN SOCIETY, BADLAPUR (EAST) - 421503** FOR PROJECT "**AKANKSHA CO-OP. HSG. SOC. LTD.**" WITH S.NO. 48, H. NO.6 (P), VILLAGE- KULGAON, AMBERNATH, TALUKA - BADLAPUR, DIST- THANE, 421503. is having deviation compare to model draft agreement for sale as per the prescribed format of MahaRERA.

Following points have the deviation with respect to agreement,

Point No. 1 (Clouse a, b)

1 (a) (i) The purchaser hereby agrees to purchase from the promoter and the promoter hereby agrees to sell to the purchaser **Flat/Shop No.....** of carpet area admeasuring **..... sq.meters** on **..... Floor** in the building (hereinafter referred to as "the Flat/Shop") as shown in the floor plan thereof hereto annexed for the consideration of **Rs...../- (Rupees ..... Only)** of the premises.

1 (b) (i) The purchaser has paid on or before execution of this agreement a sum of **Rs...../- (Rupees ..... Only)** as advance payment or application fee and hereby agrees to pay to the Promoter the balance amount of **Rs..... Only)** in the following manner :-

i. (not exceeding **30%** of the total consideration) to be paid to the Promoter after the execution of this agreement.

ii. (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 Flats/Shop is located.

a. On Excavation 5% -

b. On Footing 5% -

c. On completion of plinth 5% -

iii. (not exceeding **70%** of the total consideration) to be paid to the Promoter on completion of the slabs of the building in which the said Flats/Shop is located.

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a. Ground Floor 10%

b. On 1st Floor to 6th Floor 15% -

iv. (not exceeding **75%** of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, flooring, doors and windows of the said Flats/Shop.

v. (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 Flats/Shop.

vi. (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 Flats/Shop is locked.

vii. (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 Flats/Shop is located.

viii. Balance amount at the time of handing over of the possession of the Flats/Shop to the purchaser on or after receipt of occupancy certificate or completion certificate.

Clause no. 18-Extra Point

1. Within 15 days after notice in writing is given by the developer to the purchaser that the Flats/Shop is ready for use and occupancy, the purchaser shall be liable to bear and pay the proportionate share i.e. in proportion to the carpet area of the Flats/Shop of outgoings in respect of the project land and building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repair and salaries of clerks, bill collector, watchman, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building. It is agreed between the parties to this agreement that the purchaser shall pay partly lumpsum amount and monthly society maintenance to the developer at the time of possession or after obtaining the completion certificate whichever is earlier.

2. Partly Lumpsum Amount: this amount shall be payable at the time of possession of the said flats/shop. The purchaser shall pay Rs. _____/- (excluding GST) per sq. ft (_____Sq. ft is equivalent to _____sq. mtrs) towards the party lumpsum amount to the developer at the time of possession or after obtaining the completion certificate whichever is earlier.

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3. Monthly Maintenance Amount: - the purchaser shall pay Rs. _____/- (excluding GST) on monthly basis towards the society maintenance to the developer for two years at the time of possession or after obtaining the completion certificate whichever is earlier. This amount will be increase or decrease time to time as per the mutual understanding of the society and the developer. After completion of two years of handing over of the developed project to the society whichever is earlier society will solely maintain the building of it's own terms and conditions as per rules and regulation of the co-operative society act.

4. It is specifically agreed between the parties to this agreement that after handing over the charge of new constructed building to the society, the builder/promoter will not be liable for the payment of any maintenance charges/any other charges for unsold units in the said redeveloped building. It is further agreed that member /society can claim maintenance amount from new purchasers becomes member of the society from the period of the new purchaser can become member of society.

Clause no. 9 (i), (ii)

9 (i) The Promoter shall, within three months of registration of the Society or Association or Limited Company, as aforesaid, cause to be transferred to the society or Limited Company all the right, title and the interest of the Vendor/Lessor/ Original Owner/ Promoter and/or the owners in the said structure of the Building or wing in which the said Flat (Apartment) is situated.

9 (ii) The Promoter shall, within three months of registration of the Federation/apex body of the Societies or Limited Company, as aforesaid, cause to be transferred to the Federation/Apex body all the right, title and the interest of the Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed

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CONVEYANCE : The name of society i.e. Akanksha CHS Ltd. is already enrolled on Survey Number : Survey No.48/6/5. Hence there is no question arises in future related to conveyance of the land. So, we have not included this point in 'Agreement of Sale' format.

It is further declared that there is no further deviation in the Agreement for sale.

Krishna Buildcon

Partner

SIGNATURE OF AUTHORIZED PARTNER
(Kishan Sandeep Patel)

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