SHREE KRISHNA GROUP

DEVIATION REPORT ON THE DRAFT AGREEMENT FOR SALE – 'SUYOG'
Date : 26th July , 2023

Sr. No.	Clause Number in the draft	Wording prescribed in the Model Form of Agreement in Annexure A of Rule 10 of the Rules Highlighted in blue: Wordings which are deleted	Amendment made in the wording in the present draft [Highlighted] / New Clause added Highlighted in yellow: Wordings which are added
1.	Clause 1	The Promoter shall construct the said building/s consisting of ____ basement and ground/stilt/_____ podiums and ____ upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. 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.	The Promoter shall construct the New Building on the Project Land in accordance with the plans, designs and specifications as approved and as will in due course be approved by the MCGM from time to time. 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 additions required by any Government authorities or the MCGM or due to change in law. The Allottee hereby expressly consents to the Promoter constructing additional floors on the New Building in utilization of the Additional FSI [as defined in Clause 9 of the Development Agreement dated 12th April 2023] if in case the same becomes available. The

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			Allottee hereby further expressly consents to the Promoter submitting the floor plans for the aforesaid additional floors to the MCGM, if in case the Additional FSI becomes available, at any time whether present or in future, for approval. The consent granted by the Allottee to the Promoter under this clause shall be construed to be consent as required by Sections 14(2)(i) and 14(2)(ii) of the said Act. The Allottee hereby agrees and undertakes to sign such further documents in future as may be necessary, from time to time, for the purpose of facilitating utilization of the Additional FSI as contemplated in this clause.
2.	Clause 2(b)	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 the Promoter the balance amount of Rs...../- (Rupees .....) in the following manner: i. Amount of Rs. _____/- [Rupees _____only] (not exceeding 30% of the	The Allottee has paid on or before execution of this Agreement a sum of Rs. _____ (Rupees ...../- only) out of which an amount of Rs. 5,00,000/- is as earnest money deposit while the amount of Rs. _____ is part payment and hereby agrees to pay to the Promoter the balance amount of Rs...../- (Rupees .....) in the following manner ["Payment Plan"]: ix. Rs. _____/- [Rupees

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		total consideration) to be paid to the Promoter after execution of Agreement; ii. Amount of Rs. _____/- (Rupees _____ only) (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. _____/- (Rupees _____ only) (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. _____/- (Rupees _____ only) (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;	_____ only] being ___% of the Total Price to be paid to the Promoter after execution of this Agreement; x. Rs. _____/- (Rupees _____ only) being __ % of the Total Price on completion of the plinth of the New Building; xi. Rs. _____/- (Rupees _____ only) being __ % of the Total Price on completion of each slab; xii. Rs. _____/- (Rupees _____ only) being __ % of the Total Price on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment; xiii. Rs. _____/- (Rupees _____ only) being __ % of the Total Price on completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment; xiv. Rs. _____/- (Rupees _____ only) being __ % of the Total Price on completion of the external plumbing and external plaster,

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		v. Amount of Rs. _____/- (Rupees _____ only) (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. _____/- (Rupees _____ only) (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. _____/- (Rupees _____ only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pump, electrical fittings, electro, mechanical and environment requirements, entrance lobby, plinth protection,	elevation, terraces with waterproofing; xv. Rs. _____/- (Rupees _____ only) being __ % of the Total Price on completion of the lifts, water pump, electrical fittings, electro, mechanical and environment requirements, entrance lobby, plinth protection and paving of open areas; and xvi. 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 occupancy certificate

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		paving of areas appertain and all other requirements as may be prescribed in the Agreement for 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 occupancy certificate or completion certificate.	
3.	Clause 2(c)	The Total Price above excludes taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.	The Total Price is a negotiated price and has been arrived at between the parties after mutually agreed credit for GST input credits. The Allottee agrees that the Total Price above excludes Service Tax, Swatch Bharat Cess, Value Added Tax (VAT), Goods & Service Tax (GST) or any other similar taxes which may be levied, with retrospective effect, now or in future in connection with the said Apartment up to the date of handing over the possession of the said Apartment which shall be separately borne and paid by the Allottee. The Allottee hereby indemnifies and keeps indemnified the

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			Promoter from all costs incurred by the Promoter in respect of Service Tax, Swatch Bharat Cess Value Added Tax (VAT), Goods & Service Tax (GST) or any other similar taxes which may be levied, with retrospective effect, now or in future in connection with the said Apartment up to the date of handing over the possession of the said Apartment
4.	NA	The Promoter may allow, in its sole discretion, a rebate for early payments of equal instalments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to an Allottee by the Promoter.	This clause is not included since it uses the word "*may*", thereby indicating that it is optional and not mandatory.
5.	Clause 5	The Promoter hereby declares that the Floor Space Index available as on date in respect of the Project Land is ..... square meters only and the Promoter has planned to utilise Floor Space Index of _____ by availing of	The Promoter has disclosed that the aggregate development potential [including FSI, TDR, premium FSI and compensatory fungible FSI] proposed to be used in the project as on the date of this Agreement is 2,042 square metres [excluding the areas

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		TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes 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 utilised 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 utilising the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only	which are not counted in FSI] which is the Total FSI [as defined above and as defined in the Development Agreement]. In addition to this, the Promoter shall be entitled to utilize Additional FSI [as defined in Clause 9 of the Development Agreement dated 12th April 2023] as and when the same becomes available subject to the terms and conditions of the Development Agreement dated 12th April 2023 and any other agreement that may be entered into with the Owners and with the said Gautam and the said Siddharth. The 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 utilising the aforesaid development potential and hereby expressly consents to utilization of the Additional FSI. The Promoter shall not be required to obtain any fresh consent from the Allottee in respect of utilization of the Additional FSI
6.	Clause 7	Without prejudice to the right of Promoter to charge interest in terms of sub-clause 4.1 above, on the Allottee committing default in payment on due date of any amount due and	The time for payment of the balance of the Total Price and for payment of all other amounts under this Agreement is the essence of the contract. Without prejudice to the right of

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		payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments, the Promoter shall, at his own option, may terminate this Agreement. Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of any agreed liquidated damages or any other	Promoter to charge interest in terms of this Agreement, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by the concerned local authority and other outgoings) and on the Allottee committing three defaults of payment of instalments or any other amounts, the Promoter, at his own option, may terminate this Agreement. Provided that, Promoter shall give notice of fifteen days in writing to the Allottee, by Registered Post AD at the address provided by the Allottee and mail at the e-mail address provided by the Allottee, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, Promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund to the

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		amount which may be payable to Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter.	Allottee (after forfeiting the earnest money deposit of Rs. 5,00,000/- and subject to adjustment of any other amount which may be payable to the Promoter) within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter, without any interest. The Stamp Duty, Registration Fees and Charges paid on registering this Agreement and also GST or any other taxes paid till date on the installments shall not be taken into account while calculating the amounts paid by the Allottee to the Promoter. On such termination, the Allottee shall cease to have any right title interest whatsoever in the said Apartment and under this Agreement and the Promoter shall be entitled to deal with the said Apartment in such manner that they deem fit including selling the same to any other party. The said amount shall be accepted by the Allottee in full and final satisfaction of all his / her / their claim under this Agreement and/or in or to the said Apartment including any claim for stamp duty paid on this Agreement. The Allottee

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			hereby confirms that no formal Deed of Cancellation of the Agreement for Sale is required to be executed and registered for the purpose of giving effect to the termination of this Agreement as aforesaid.
7.	Clauses 9 and 10	The Promoter shall give possession of the Apartment to the Allottee on or before _____. day of _____ 20_____. If the Promoter fails to neglects to give possession of the Apartment to the Allottee on account of reason 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 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 __	Unless prevented by force majeure events (defined hereinafter), the Promoter shall give possession of the Apartment to the Allottee on or before _____. day of _____ 20_____, subject to the Allottee making timely payments of the instalments towards the Total Price for the ultimate sale of the said Apartment as mentioned hereinabove and the Allottee duly observing all the terms and conditions contained herein. It is expressly agreed and understood that the Promoters shall be entitled to an automatic extension of the time for compliance of its obligations specified in this clause with regard to handing over peaceful possession of the said Apartment to the Allottee equivalent to the time the completion of the New Building is delayed on account of force majeure events provided the consent of MAHARERA is obtained for the same as per provisions of Section 6 of the said Act. For

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		a. War, civil commotion, act of God; b. Any notice, order, rule, notification of the Government and/or other public or competent authority / court.	the purpose of this Agreement, the term "force majeure events" as referred to in this Agreement shall mean and include the following provided they are not a consequence of any act/s of commission or omission on the part of the Promoters or their agents: a. War, civil commotion, act of God, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project; **THE HIGHLIGHTED WORDING IS AS PER SECTION 6 OF RERA** b. Any notice, order, rule, notification of the Government and/or other public or competent authority / court; and c. Any period during which the actual work could not be carried out by the Promoter as per sanctioned plans due to a specific stay or injunction order relating to the real estate project issued by any Court of law or Tribunal, competent authority, statutory authority, high power committee etc. **THIS WORDING IS AS PER RULE 6(A)**

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			Except for occurrence of a force majeure event, if the Promoter fails to give possession of the said Apartment to the Allottee within the time period specified in this Agreement, the Allottee shall be entitled to (A) stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee required to make the next payment without any penal interest; or (B) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the said Apartment, along with interest at the rate specified in the Rules under the said Act within thirty days of receiving the termination notice, PROVIDED that if the Allottee does not intend to terminate the Agreement, he/she/they shall be paid, by the Promoter, interest at the rate specified in the Rules under the said Act, for every month of delay till the handing over of the

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			possession of the said Apartment
8.	Clause 13	If within a period of five years from the date of handing over the Apartment to the Allottee, the Allottee brings to the notice of the Promoter any structural defect in the Apartment or the building in which the Apartment are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act.	If within a period of five years from the date of (i) issuance of the full occupation certificate in respect of the New Building or (ii) the date of offering the Apartment to the Allottee, whichever is earlier, the Allottee brings to the notice of the Promoter any structural defect within the Apartment or the New Building or any defects on account of workmanship, quality or provision of service or any other obligation of the Promoter as per this Agreement, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defects, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the said Act. Provided that the Promoter shall not be liable to rectify any defects/ change or pay compensation for such defect or change if such defect has arisen on account of or such change has arisen on account of any internal and/or external and/or structural changes carried out by the Allottee in the said Apartment and/or in the New Building.

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			Notwithstanding anything to the contrary contained hereinabove as regards Items/ Goods/ Systems such as Lifts, Fire-Fighting Equipment, Sanitary Fittings and C.P. Fittings, etc. to be provided by the Promoter in the New Building and/or in the said Apartment, the Promoter's liability for any manufacturing defects therein shall be concurrent with and be limited to the period of Warranty given by the Manufacturers of such Items/ Goods/ Systems and shall not extend beyond such periods. Further, such warranties pertaining to such Items/ Goods/ Systems which require periodic maintenance shall become null and void if such periodic maintenance as prescribed by the Manufacturer is not attended to by the Allottee or by the Co-operative Housing Society formed of the Allottees of Apartments in the New Building
9.	Clause 19	Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in	Within 15 days after notice in writing is given by the Promoter to the Allottee that the Apartment is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of outgoings in respect of the

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		respect of the Project Land and buildings namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Project Land and the buildings. Until the Society or Limited Company is formed and the said structure of the buildings or wing is transferred to it, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/ assignment of lease of the structure of the building or wing is executed in favour of the	Project Land and the New Building namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government, water charges, insurance premium, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers, charges for maintenance and repair of lift and water pumps, mechanized tower parking system and all other expenses necessary and incidental to the management and maintenance of the Project Land and the New Building. Till the Allottee is admitted to membership of the said Society or the management of the New Building is handed over to the said Society, whichever is earlier, the Allottee shall pay to the Promoter such proportionate share of outgoings as may be determined by the Promoter, entirely at its discretion. The Allottee further agrees that till the Allottee's share is so determined the Allottee shall pay to the Promoter provisional monthly contribution of Rs. _____/- per month towards the outgoings. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter

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		society or a limited company as aforesaid. On such conveyance / assignment of lease being executed for the structure of the building or wing the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the said Society or the limited company, as the case may be.	until the management of the New Building is handed over to the said Society. On such management being handed over the aforesaid deposits / payments (less deduction provided for in this Agreement) shall be paid over by the Promoter to the said Society. It is expressly agreed and understood that till such time the said Society takes over the management of the New Building, the Promoter shall be entitled to undertake management and maintenance of the said Land and the New Building, personally, or through a property management agency appointed by it (hereinafter referred to as the "Property Manager"), and in such case the Promoter and/or the Property Manager (as the case may be) shall be paid the necessary fees and charges for services rendered by them
10.	Clause 21		**New Clause Added**: At the time of putting the Allottee in possession of the said Apartment if there has/have been any changes in any of the above referred amounts or if any other tax / charge / duty (by whatever name called) is/ are levied and/or is/are found to be then payable on the transaction hereby envisaged

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			either because of any amendment to the laws presently prevailing or because of any new law then enacted or otherwise howsoever, the Allottee does hereby agree to pay all such amounts to the Promoter before the Allottee can take possession of the said Apartment in the manner hereby envisaged
11.	Clause 26(i)	At the time of execution of the conveyance deed of the structure to the association of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the association of the Allottee.	The Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the New Building to the said Society as per the provisions of the Development Agreement

For Shree Krishna Homes Pvt ltd

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Date : 26th July , 2023.

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