Date : 13TH JANUARY 2023

Deviation Report with respect to the Agreement for Sale

A. Name of the Project – KRISHNA NAGARI - 5

B. Name of the Promoter – MR. ANKIT PANKAJ DALMIA

C. Address of the Project- Khasra No. 3/2, P.H. No. 42A, Mouza- Zari (Rathi), Taluka- Nagpur (Rural), District- Nagpur, PIN 441108 (Admeasuring area of 17,200 Sq. Meters)

D. Deviation Report –

To enhance clarity and mutual comprehension between the Allottee and the promoter, we've incorporated the following clause:

PAGE NO	CLAUSES
Page 7	**(6) THE PURCHASER/S WITH INTENTION TO BRING ALL PERSONS INTO WHOSOEVER HANDS THE PLOT MAY COME, HEREBY CONVENANTS WITH THE OWNER/PROMOTER AS FOLLOWS:**
	a) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from said Plot in the compound, roads or any other common area of the Krishna Nagari-5;
	b) Pay to the Owner/ Promoter within 15 days from the date of demand his share of security deposits demanded by concerned local authority or Government or giving water, electricity or any other service connection to the plot;

	c)	It is specifically clarified to the Purchaser/s that this Agreement is specific & confined to said Plot in “Krishna Nagari-5”.All land(s) falling outside the periphery/ boundary of said Plot are clearly outside the scope of this Agreement & the Purchaser/s shall have no ownership rights, no rights of use, no title or no interest of any kind or manner whatsoever in any lands falling outside the periphery/boundary of said Plot, subject to statutory stipulations such as by Corporation or Government of Maharashtra or any other authority etc.
	d)	The Purchaser/s shall use said Plot or any part thereof or permit the same to be used only for the purpose for which the same has been allotted/ sanctioned. In case of any violation, the Purchaser shall be held liable for the cost and consequence. The Purchaser/s shall be duty bound to follow the instruction of the Owner/Promoter and/or Association and the Zonal Regulations of Planning Authority with respect to use of said plot.
	e)	The Purchaser/s hereby agree/s, undertake/s & covenant/s with the Owner/Promoter that neither he/she/they, nor Association shall at any time hereafter limit, curtail, revoke, cancel or terminate any of the powers, rights, benefits, interests, privileges or authorities reserved by or granted to the Owner/Promoter under this Agreement or Conveyance thereof, or any other deed, document or writing that may be entered into & executed between the parties including Purchaser/s herein or any other subsequent Purchaser/s of the Krishna Nagari-5;
	f)	Both parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other action, in addition to the instruments and action specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction;
Page 9	**(4) Variation in Plot area :**	
	If there is any reduction in plot area beyond the above mentioned variation limit, then the Vendor/Promoter shall compensate the Allottee/Purchaser by issuing a refund of any such excess amount paid. If there is any increase in plot area beyond the above mentioned variation then the Allottee/Purchaser shall pay the excess amount to the Vendors. This monetary adjustment shall be made at a rate equal to the consideration amount divided by the total area of Plot as mentioned in **Schedule B**.	
Page 9	**(5) Possession date of the Plot :**	
	Provided further that the Vendor/Promoter shall not deliver the actual physical possession of	

	the said Plot to the Allottee / Purchaser until the entire Consideration including the charges for Legal Expenses, Stamp Duty and Registration Fees and other dues including interest on delayed payment on such consideration are paid by the Allottee / Purchaser in full to the Vendor/Promoter hereto. Provided further that the Vendor/Promoter shall be entitled to reasonable extension of time for delivery of Plot on the aforesaid date, if the same 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.
Page 9	**(6) Plot Release Certificate :**
	The Vendor/Promoter hereby assure to obtain Release Letter for said Plot from Nagpur Metropolitan Region Development Authority, Nagpur on or before Registration of Sale Deed.
Page 9	**(8) Conveyance / Sale Deed :**
	The Vendor/Promoter hereby assure to convey the independent Plot to the Allottee / Purchaser within a period of 1 (One) Month after Release Letter of said Plot or after obtaining full and final consideration from the Allottee/Purchaser, whichever is later.
Page 10	**(4) Early payment :**
	If the Vendor/Promoter obtains the Release Letter of Plot before time, then the Allottee/Purchaser hereby agrees and accepts to pay the consideration amount payable for early completed stage as per payment linked to said stage immediately on demand. No early payment discount will be offered in such case where stage has been completed before the agreed timeline.
Page 10	**(6) Maintenance of the Project :**
	The owner/Developer/Promoter shall on the execution of the registered agreement for sale by 51% Purchaser form within the period of 3 months from handing over possession of the last unsold Plot to the concerned Purchaser, in the said Layout/Complex, shall form a Co-operative Housing Society governed by the provisions of the Maharashtra Cooperative Societies Act 1960 or such other body as may be deemed fit by the owners/promoters and Owner/Developer/Promoter of which all the purchasers of Plots shall be bound to become and be admitted as members.

After registration of the Sale Deed the said Lay-out will be maintained by the Association/Society of Plot Owners by collecting Maintenance Fund/Deposit as well as Monthly Maintenance Charges. The amount of such Maintenance Charges / Deposit will be decided by the Association /Society. In no circumstances the Vendor/Promoter will be liable for Maintenance of said Lay-out after formation of Association/Society.

a. The Purchaser/s shall be Responsible to Bear and pay the betterment and/ Development Charges to the Competent Authority in accordance with the provisions of the Nagpur Metropolitan Region Development Authority Act 2016 (Mah. Act III of 2017) Maharashtra Regional & Town Planning Act 1966.

b. That the Purchaser/s agrees to pay the maintenance charges @ Rs. 7.5/- per square meters per month (based upon plot area of said plot) applicable from the date of this document to the Agency Nominated for this purpose by Society, which may further be enhanced, depending on future contingencies, requirement and expenditure required thereto, by the Society. The enhancement in the maintenance charges shall be the exclusive discretion of the Owners Association/Society, which every Purchaser/s shall be bound to comply.

c. The Purchaser/s agrees to install a water meter at his plot to receive water (to be supplied by Society/Vendor/Promoter) and to pay charges for water supplied by the Society/Vendor/Promoter to the Society/Vendor/Promoter at the rate decided by the Society/Vendor/Promoter.

d. That the Buyer/s **/** Purchaser/s shall become a member of the Krishna Nagari-5 [Survey / Khasra / Gut No. 3/2 of Mouza – Zari (Rathi), in Tahsil – Nagpur (Rural) and District – NAGPUR] Owner's Association / Cooperative Society that has been / shall be formed by the Owners of the plots in Krishna Nagari-5 [Survey / Khasra / Gut No. 3/2 of Mouza – Zari (Rathi), in Tahsil – Nagpur (Rural) and District – NAGPUR]. As a member, the purchaser/s shall abide by the rules and by-laws framed by the said association / Cooperative Society which is the administrator, and supervisor of common services and amenities (roads, recreational facilities, street lights, gardens, drainage, water supply, STP and other such services) and properties of common enjoyment and shall pay Rs. 7.5/-per Sq. Mtrs. such amounts or as may be decided by the association / Cooperative Society every month for the proper maintenance and upkeep of the common services. If the Buyer/s ever fails to pay maintenance charges for his/her/their plot, the association shall be entitled to disconnect and stop providing all or any services to the schedule plot including water supply, etc.

e. The common facilities and services (roads, recreational facilities, gardens, drainage, water supply, STP and other such services) and other properties of common enjoyment in the Krishna Nagari-5 (Kh. No. 3/2) Mouza - Zari (Rathi), Nagpur, shall vest jointly with the owners of

	the various plots and shall be maintained, managed and administered collectively by the said owners of the various plots and/or by the said association / Cooperative Society and the Vendor/Promoter shall in no manner be liable, accountable or responsible for the management, administration, maintenance or upkeep of the aforesaid common facilities or services etc., or on any other account whatsoever. f. The Purchaser/s authorizes the Vendor/Promoter to adjust/ appropriate all payments made by him/her/them under any head/s of dues against lawful outstanding, if any, in his/her/their name as the Owner/ Promoter may in its sole discretion deem fit and the Purchaser/s undertakes not to object/demand/direct the Owner/ Promoter to adjust his/her/their payment in any manner.
Page 12	**(7) Payment period :**
	The Allottee/Purchaser hereby assures to pay all the amount of installments within 15 days from the date of receipt of the demand letter / e-mail of installment.
Page 12	**(8) Payment of water charges, electricity, taxes etc. :**
	The Allottee/Purchaser hereby assures to pay necessary water charges, electricity charges and Grampanchayat / local authority municipal tax as applicable.
Page 12	**(9) Sub-let, transfer of rights :**
	The Allottee/Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Plot until all the dues payable by the Allottee/Purchaser to the Vendor/Promoter under this Agreement are fully paid up and only if the Allottee/Purchaser had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Allottee/Purchaser has intimated in writing to the Vendor/Promoter.
Page 12	**(10) provisions of this agreement applicable to purchaser / subsequent purchasers :**
	It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.
III	**General/ Miscellaneous stipulations :**
Page 12	**(1) Time Extension :**

	The Vendor/Promoter shall be entitled to get reasonable extension of time for giving possession of the Plot beyond date as mentioned above, if the completion of works in the Lay- out is delayed on account of - a. War, civil commotion or act of God; b. any notice, order, rule, notification of the Government and/or public or competent authority
Page 13	**(4) Termination of Agreement by Vendor/Promoter :**
	Without prejudice to the right of the Vendor/Promoter to charge interest on delayed payment, if the Allottee/Purchaser commits three defaults on making payment as per the stages mentioned **Schedule D** then the Vendor/Promoter shall serve a notice of 15 days in writing / e-mail to the Allottee/Purchaser informing its intention to terminate this Agreement and if the Allottee/Purchaser fails to rectify the breach as mentioned by the Vendor/Promoter within a period of 15 days, then the Vendor/Promoter shall be entitled to terminate this Agreement and deduct upto 20% of the Consideration Amount towards liquidated damages and other administrative expenses. Balance amount (if any) shall be refunded within 45 days of termination and upon execution of cancellation deed with the Vendor/Promoter, whichever is later. In the event of termination Vendor/Promoter is not responsible to refund any taxes and duties such as stamp duty and registration charges which were paid to the Government and the Allottee/Purchaser shall apply for refund at their own effort and cost.
Page 13	**(5) Cancellation of Agreement by Allottee/Purchaser :**
	If the Allottee/Purchaser wishes to cancel the agreement due to reasons not attributable to the default of the Vendor/Promoter, then the Vendor/Promoter shall deduct 20% of the Consideration amount towards liquidated damages and other administrative expenses and balance amount (if any) shall be refunded after the Plot has been booked by other Allottee/Purchaser and execution of Cancellation Deed. In the event of cancellation by Allottee/Purchaser, the Vendor/Promoter is not responsible to refund any taxes and duties such as stamp duty and registration charges which was paid to the Government and the Allottee/Purchaser shall apply for refund at their own effort and cost.
Page 14	**(7) Advertisement / Prospectus :**
	It is specifically understood and agreed by the Allottee/Purchaser that the prospectus other advertising material published by the Vendor/Promoter from time to time in respect of the project contain various features such as plantation, colors, vehicles, etc. and the same shall not be considered in any manner as agreement between Vendor/Promoter and Allottee/Purchaser. The details mentioned in **Schedule C** hereunder are considered as final, definitive duly negotiated

	and binding between the parties and supersedes all earlier communications.
Page 14	**(8) Entry of Vendor/Promoter staff in the Lay-out :**
	The Allottee/Purchaser shall permit the Vendor/Promoter and their surveyors, contractors, engineers and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land / Lay-out or any part thereof to view, examine and/or execute any changes as may required as per direction of the local authority and/or otherwise required to maintain and preserve the state and condition thereof.
Page 14	**(9) Movement of men and material :**
	The Allottee/Purchaser is well aware that the Vendor/Promoter will complete development works of said Lay-out as mentioned **Schedule C.** The Allottee/Purchaser assures that after possession of the said Plot she/he shall not cause any hindrance/ obstruction/ objection to the movement of men and machinery required for the future works.
Page 15	**(10) Water connection and charges :**
	The Allottee/Purchaser is fully aware that water connection for said Scheme is not yet obtained either from Nagpur Metropolitan Regional Development (NMRDA)/Grampanchayat and that the demand for water will be fulfilled either through bore-well or Well. The Vendor/Promoter will only create suitable infrastructure for supply of raw water.

MR. ANKIT PANKAJ DALMIA