

RAMDEV AVIGHNA SKY

To,
Maha RERA Authority,
6th floor, Housefin Bhavan,
Plot No C-21, E Block, BKC,
Bandra (E), Mumbai:-400051

Date :- 02/01/2025

Subject:- Deviation Report on Allotment for the project named RAMDEV AVIGHNA SKY Located at SURVEY NO.271(OLD), SURVEY NO.82(NEW), HISSA NO.3,4,6 NEAR SEVEN ELEVEN CLUB, OPP. L.R .TIWARI COLLEGE, KANAKIA PARK, VILLAGE NAVGHAR MIRA ROAD EAST, THANE-401107.

Deviation Clause

Clause no as per our draft	Actual clause																		
1	The Promoters has proposed to develop said Properties bearing a) Old S. No. 271, New S. No. 82, Hissa No. 3, Admeasuring 1520 square meters, b) Old S. No. 271, New S. No. 82, Hissa No. 4, Admeasuring 1490 square meters, c) Old S. No. 271, New S. No. 82, Hissa No. 6, Admeasuring 4150 square meters, situate lying and being at Village Navghar, Bhayandar (East), Taluka and District – Thane and in the Registration District and Sub-district Thane which totally in aggregate admeasuring 7160 square meters and is hereinafter referred to as the “ said Properties ”.																		
2.	We thank you for showing interest in acquiring a Flat / Shop / Office/Unit in Phase I of the said Project ‘ RAMDEV AVIGHNA SKY ’ vide your Request Expression of Interest dated _____.																		
4.	Details of the Flat offered are given hereunder – <table><tr><td>Name of Applicant/s</td><td></td></tr><tr><td>Pan Card No.</td><td></td></tr><tr><td>Adhar Card No. /CIN No. /Regn No.</td><td></td></tr><tr><td>Address of the Applicant/s</td><td></td></tr><tr><td>Telephone NO./ Mob No.</td><td></td></tr><tr><td>Email Id</td><td></td></tr><tr><td>Residential Flat No.</td><td></td></tr><tr><td>Name of Building</td><td>RAMDEV AVIGHNA SKY</td></tr><tr><td>Wing</td><td></td></tr></table>	Name of Applicant/s		Pan Card No.		Adhar Card No. /CIN No. /Regn No.		Address of the Applicant/s		Telephone NO./ Mob No.		Email Id		Residential Flat No.		Name of Building	RAMDEV AVIGHNA SKY	Wing	
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Name of Building	RAMDEV AVIGHNA SKY																		
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ADD: Ramdev House, Behind seven square school, Kenwood Park, P K Road, Mira Road (East),
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Floor	
Type	
Carpet area as per RERA	_____ sq. mtrs
Exclusive Balcony Area	_____ sq.mtrs
Consideration Value	Rs. _____/- (Rupees _____ only) plus all present future taxes, duty, cess and other incidental charges.
Parking type (if allotted)	
Agreement Value	Rs. _____/- (Rupees _____ only)
GST on Agreement Value	
GST on other charges	
In addition to the Consideration, the Applicant/s shall be also required to pay other charges as stipulated in the Payment Schedule annexed Agreement for Sale. Further payments towards consideration of the said Flat / Shop / Office/ Unit shall be made by you, in manner and at times as well as on the terms and conditions as more specifically enumerated / stated in the Agreement for sale to be entered into between ourselves and yourselves.	
5.	You have made the following representations and warranties and on the basis of the same we are agreeable to reserve the said Flat: a. <i>You are not prohibited from acquiring the said Flat / Shop / Office/ Unit under any law or otherwise,</i> b. <i>You have not been declared and/or adjudged to be an insolvent, bankrupt, etc. and /or ordered to be wound up, as the case may be,</i> c. <i>No receiver and/or liquidator and/or official assignee or any person is appointed in your case or for all or any of your assets and /or properties,</i> d. <i>None of your assets/ properties are attached and/or no notice of attachment has been received under any law, regulation, statute, etc.</i> e. <i>You have not received any notice from either State or the Central Government of India and/</i>

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	or from abroad for your involvement in any money laundering or any illegal activity and/ or declaring you to be a proclaimed offender and/ or no warrant is / has been issued against you, f. No execution or other similar process is issued and/ or levied against you and / or against any of your assets and properties, g. You are not convicted of any offence involving moral turpitude and/ or sentenced to imprisonment for any offence for a period of not less than six months, h. You have inspected all documents and details pertaining to the said Project to your satisfaction including but not limited to the title documents in respect of the said Properties, sanctions plans, layout plans, building permissions, specifications and time schedule, etc.
7.	1. Draft Agreement for Sale have been shown to you and you have also reviewed the same from MAHARERA Authority website at https://maharera.mahaonline.gov.in.
8.	<u>Execution and registration of the Agreement for sale :</u> An Agreement for Sale duly filled in and completed in all respect containing all the terms & conditions for sale of the said Flat / Shop / Office/ Unit shall be executed with you as per the provisions of Real Estate (Regulation and Development) Act, 2016 and rules made there under (collectively "RERA Act"). You are required to pay the necessary Stamp Duty and Registration Charges in respect of the said Agreement for Sale. For all your queries and assistance in respect of execution and registration of said Agreement for Sale, please co-ordinate with Relationship Manager Mr. / Ms. _____, Phone No _____, Email Id _____
11.	a. You shall furnish a copy of housing loan sanction letter from the bank/financial institution before execution of Agreement for Sale in confirmation of in principal loan sanction letter enclosed with your Expression of Interest Letter/ and/ or submit such documents to the satisfaction of your financial capability to pay the consideration for the said Flat / Shop / Office/ Unit. (IF APPLICABLE) b. You will entitled to avail loan from a Bank /Financial institution only with the prior written consent from us (i.e. the Promoter/s) which NOC shall be granted PROVIDED however, the Promoters shall not incur any liability/ obligation for repayment of such loan and mortgage created in favour of such bank/ financial institution in respect of the 'said Flat / Shop / Office/ Unit' shall not in any manner jeopardize our rights including right to receive full Consideration and other charges and such mortgage in favor of such bank and/or financial institution shall be subject to our (Promoter/s) first lien and exclusive charge on the 'said Flat / Shop / Office/ Unit' for the recovery of any amount due and payable by you i.e. the Applicant/s to us (Promoter/s) in respect of the unpaid amounts payable by the Applicant/s to us (Promoter/s) as per terms and conditions of Agreement (to be executed) and subject to the other terms and conditions contained herein. NOC shall be issued addressed to the Bank/financial institution undertaking to make payment of the balance Sale Consideration of the said Flat / Shop / Office/ Unit' directly to us (i.e. the Promoter/s) as per the schedule

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	of payment of the Sale Consideration as set out herein The payments in relation to the purchase of said Flat / Shop / Office/ Unit shall be deposited by way of a cheque drawn in favour of the _____ Account with Bank as provided herein below.
12	<u>Receipt of part consideration :</u> The present status of the said Project is _____% (as per Schedule of Completion of Construction as given hereinbelow in Schedule I and as per the Payment schedule attached herewith in Schedule II an amount of Rs. _____/- (Rupees _____ only) plus GST becomes due and payable at this stage in respect of the said Flat / Shop / Office/ Unit. (ii) In aggregate the part payment till date of Rs. _____/- (Rupees _____ only) towards part consideration is received by us and have been appropriated as follows: Out of part consideration amount received as above an amount of Rs. _____/- (Rupees _____ only) is appropriated towards GST) (iii) As on date as per the payment schedule provided herein part consideration of due amount is Rs. _____/- (Rupees _____ only) out of which we have received Rs. _____/- (Rupees _____ Only) and Rs. _____/- is balance (Rupees _____ Only) plus GST payable as on date and you are called upon to pay the balance amount of Rs. _____/- (Rupees _____ only) plus GST on or before the signing of agreement of sale. (iv) In the event if you fail to make the balance advance payment as stipulated in sub clause 11 (ii) (3) above within the time period stipulated above further action as stated herein shall be taken by us against you
16.	This allotment offer letter shall only be effective after you have accepted the Offer, executed and registered the Agreement for Sale and post execution of the Agreement for Sale this Offer of Allotment Letter and all earlier documents and writings shall stand superseded by the Agreement for Sale
17.	All the present and future taxes, duties, cess including GST and all other incidental charges shall be borne and paid by you. The stamp duty and registration charges shall be solely borne and paid by you.
19.	This Offer of Allotment is made subject to the terms & conditions attached which are required to be accepted by you. In case of non-acceptance of the terms and conditions the consequences of termination shall follow
20.	This Offer of Allotment is made and is subject to the provision of the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder.
	Schedule - II <u>Payment Schedule</u>

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	(A) Sale Consideration of Rs. _____ /-, (Rupees _____ Only) which shall be deposited in _____ Rera Designated Collection Bank Account _____ Bank, _____ Branch, Having IFS Code _____, situated at _____ in the following manner: (plus GST/VAT, Service Tax and any other tax as applicable)
(1)	10% and/or a sum Rs. _____ /-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) Prior Execution of Agreement
(2)	25% and/or a sum Rs. _____ /-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the completion of the Plinth of the said Building No. 1/ Building No. 3;
(3)	1.5% and/or a sum Amount of Rs. _____ /-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of 1st RCC Slab in Cast of the said Building No. 1/ Building No. 3;
(4)	1.5% and/or a sum Amount of Rs. _____ /-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be on or before the Casting of 2nd RCC Slab in the Cast of the said Building No. 1/ Building No. 3;
(5)	1.5% and/or a sum Amount of Rs. _____ /-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of 3rd RCC Slab in Cast of the said Building No. 1/ Building No. 3 ;
(6)	1.5% and/or a sum Amount of Rs. _____ /-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of 4th RCC Slab of the said Building No. 1/ Building No. 3 ;
(7)	1.5% and/or a sum Amount of Rs. _____ /-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of 5th RCC Slab of the said Building No. 1/ Building No. 3 ;
(8)	1.5% and/or a sum Amount of Rs. _____ /-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 6th Slab of the said Building No. 1/ Building No. 3;

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(9)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 7th Slab of the said Building No. 1/ Building No. 3;
(10)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 8th Slab of the said Building No. 1/ Building No. 3;
(11)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 9th Slab of the said Building No. 1/ Building No. 3;
(12)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 10th Slab of the said Building No. 1/ Building No. 3 ;
(13)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 11th Slab of the said Building No. 1/ Building No. 3 ;
(14)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 12th Slab of the said Building No. 1/ Building No. 3 ;
(15)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 13th Slab of the said Building No. 1/ Building No. 3 ;
(16)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 14th Slab of the said Building No. 1/ Building No. 3 ;
(17)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 15th Slab of the said Building No. 1/ Building No. 3 ;
(18)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 16th Slab of the said Building No. 1/ Building No. 3 ;

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(19)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 17th Slab of the said Building No. 1/ Building No. 3 ;
(20)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 18th Slab of the said Building No. 1/ Building No. 3 ;
(21)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 19th Slab of the said Building No. 1/ Building No. 3 ;
(22)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 20th Slab of the said Building No. 1/ Building No. 3 ;
(23)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 21st Slab of the said Building No. 1/ Building No. 3 ;
(24)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 22nd Slab of the said Building No. 1/ Building No. 3 ;
(25)	1.5% and/or a sumAmount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 23rd Slab of the said Building No. 1/ Building No. 3 ;
(26)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid 7 days after the completion of the 24th Slab of the said Building No. 1/ Building No. 3 ;
(27)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 25th Slab of the said Building No. 1/ Building No. 3 ;
(28)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 26th Slab of the said Building No. 1/ Building No. 3 ;

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(29)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 27th Slab of the said Building No. 1/ Building No. 3 ;
(30)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 28th Slab of the said Building No. 1/ Building No. 3 ;
(31)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 29th Slab of the said Building No. 1/ Building No. 3 ;
(32)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____only) + GST/VAT, Service Tax and any other tax as applicable) to be on or before the Casting of RCC 30th Slab of the said Building No. 1/ Building No. 3 ;
(33)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____only) + GST/VAT, Service Tax and any other tax as applicable) to be paid 7 days after the completion of the 31st Slab of the said Building No. 1/ Building No. 3 ;
(34)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 32nd Slab of the said Building No. 1/ Building No. 3 ;
(35)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____only) + GST/VAT, Service Tax and any other tax as applicable) to be paid 7 days after the completion of the 33rd Slab of the said Building No. 1/ Building No. 3 ;
(36)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the Casting of RCC 34th Slab of the said Building No. 1/ Building No. 3 ;
(37)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the completion of the RCC Terrace Slab of the said Building No. 1/ Building No. 3 ;
(38)	1.5% and/or a sum Amount of Rs. _____/-(Rupees _____only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the completion of the Brick Work & Plastering of the said Building No. 1/ Building No. 3 ;

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- (39) 1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the completion of the Flooring & Tiling of the said Building No. 1/ Building No. 3;
- (40) 1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the completion of the walls , internal plaster, floorings ,doors and windows of the said Building No. 1/ Building No. 3;
- (41) 1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the completion of the sanitary fittings , staircase, lift wells , lobbies upto the floor level of the said Building No. 1/ Building No. 3;
- (42) 1.5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) to be paid on or before the completion of the external plumbing external plaster, elevation , terraces with water proofing of the said Building No. 1/ Building No. 3;
- (43) 5% and/or a sum Amount of Rs. _____/-(Rupees _____ only) + GST/VAT, Service Tax and any other tax as applicable) being the last installment to be paid by the Allottee/s to the Promoters on receipt by Allottee/s of the Promoter/s letter offering possession of the said Flat / Shop / Office/ Unit irrespective of whether the Allottee/s taking possession thereof or not;
- (B) Applicant shall be bound to pay the amount of installment within 7 (seven) days, of the Promoters, dispatching an intimation under certificate of posting at, the address of the Applicant as given in this Letter. Promoters shall obtain the certificate of their Architect, certifying that the Promoters having completed respective the work/stage and such certificate will be open for inspection by Applicant @office of the Promoters and respective the work/stage having completed as intimated by the Promoter/s shall be binding, upon the Applicant and Applicant agree not to dispute the same.
- (C) Each of the aforesaid installments of the **Sale Consideration** shall be paid duly and punctually without any claim or deduction, *time being essence of the contract*, in respect of each such installment of payments. Applicant is made aware that no interest in the **said Flat / Shop / Office/ Unit** is intended to pass or shall be deemed to have passed in favour of them, until the full payment of the **Sale**
- (D) **Sale Consideration** excludes taxes including Value Added Tax, Service Tax and Cess, GST, development charges or any other similar taxes, dues, charges, levies under whatsoever nomenclature it may be levied by the State and/or Central Government or any authority/ies in connection with the construction of the **said Flat / Shop / Office/ Unit** in the **said Project** upto the date of handing over the possession of the **said Flat / Shop / Office/ Unit** shall be payable by Applicant alone and the **Promoter/s** shall not be liable to

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	any such dues payments, taxes whatsoever in respect of the said Flat / Shop / Office/ Unit and Applicant hereby indemnify the Promoter/s for such payments and shall reimburse the same to the Promoter/s as and when demanded. It is hereby clarified that in addition to aforesaid Sale Consideration Applicant shall be liable and agrees to pay any taxes including Value Added Tax, Service Tax and Cess, GST, development charges or any other similar taxes, dues, charges, levies under whatsoever nomenclature it may be levied by the State and/or Central Government or any authority/ies including the interest and penalty in connection with the construction of the said Flat / Shop / Office/ Unit in the said Project.
	Annexure –A Floor Plan of the said Flat/Shop/Office/Unit Annexure –B Parking Area Plan Terms & conditions with Offer Letter of Allotment 1) The right, title and interest in the said Flat / Shop / Office/ Unit shall be construed to have passed from _____ (Promoter/s) in favour of _____ (the Applicant) only after the Agreement for Sale in respect of the said Flat / Shop / Office/ Unit is executed as per the terms and conditions of the Agreement for sale and only after registered with the Office of Sub-Registrar of Assurance. No right, title and interest in said said Flat / Shop / Office/ Unit is intended to be transferred till then in favour of the Applicant. 2) The Applicant cannot assign, transfer, sale, mortgage or encumber the benefit of this offer Letter for Allotment of a said Flat / Shop / Office/ Unit to any third party. This offer is being made only for acceptance by the Applicant. In case the Applicant desirous to transfer, assign, mortgage, encumber, sale the benefit of this Allotment Letter either prior to accepting the same or after accepting the same prior to executing and registration of the Agreement for Sale needs to obtain prior written permission of the Promoter/s. The Promoter/s reserves the right to grant or not to grant such permissions and if granted on such terms & conditions as may be prescribed by Promoter/s in its sole discretion including charging of a transfer fee and/ or increase of consideration amount. 3) If the said Project cannot be completed for any reasons beyond the control of the Promoter/s and/ or force majeure and/ or because of change/ modification of the law and the said Project is abandoned, discontinued, changed or modified and consequent thereto the allotted Flat / Shop / Office/ Unit cannot be constructed and/ or offered and/ or handed over to the Applicant/s, this offer to Allotment Letter shall stand determined/ terminated/ cancelled immediately on happening of such event and/ or informing the same to the Allottee/s, the amount paid/ adjusted towards Allotment and the amount paid towards installments by the Applicant/s shall be refunded without any interest/cost/damages, subject to deduction of applicable taxes. The cheque for refund shall be issued in the name of the sole/ first Applicant/s. Consequent upon the payment the Promoter/s shall be discharged from the obligations under this Offer of Allotment Letter, and the Applicant/s shall not be entitled to claim any damages and/ or specific performance of this Offer of Allotment Letter. The Applicant/s shall not be entitled for any damages or compensation or any other amount due to the incident. 4) The Applicant/s shall get the Agreement stamped and executed, by the Applicant/s and the Promoter/s, and present the same for registration with the registering authority and shall hand over the details of registration to the Promoter/s, so that the Promoter/s can complete the process of registration from his side. If required, the Promoter/s shall assist the Applicant/s in completing these formalities.

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- 5) All documents of Title Deed, including title certificate and documents relating to the land and building, the plans, designs and specifications, prepared by the Promoter/s Architect and such other documents are available for physical inspection at _____ between _____ to _____ on _____. The Applicant/s is/ are called upon to take inspection and verify of all the documents and satisfy himself/ themselves before the execution of the Agreement for Sale. Execution of the Agreement for Sale by the Applicant/s, shall be in confirmation and a conclusive proof of the Applicant/s has/ have verified and satisfied himself/ themselves about all the title deeds including title certificate and documents relating to the said Project i.e. the plans, designs and specification prepared by the Promoter/s Architect and other documents and has/ have found the same to be in order and has/ have accepted the same.
- 6) The Applicant/s is called upon to satisfy himself as to the marketability and title of the **said Properties** independent of the Title Report before execution of the agreement for sale.
- 7) The Applicant/s agrees and undertakes that he/they shall maintain strict confidentiality of the terms & conditions and consideration of this offer letter of Allotment and shall not disclose the same to any third person.
- 8) The Promoter/s shall be at liberty to sell, assign, mortgage or otherwise to deal with or dispose of their right, title or interest in respect of the said Building No. 1/ Building No. 2, the said Project and the **said Properties** or any part thereof.
- 9) In case of joint applicants failure to pay by anyone applicant shall be deemed as failure to pay by all the Applicants and all shall be liable for the consequences jointly and severally.
- 10) The Applicant may take advice of his Income Tax Consultant more particularly in respect of tax to be deducted by the Purchaser (i.e. Applicant) of the property at the time of making payment of said Sale Consideration. As advised to the Promoter/s as per Finance Act of 2013, section 194 IA of the Income Tax Act, 1961 with effect from June 1, 2013, TDS @ 1% should be deducted by the Purchaser of the Property at the time of making payment of sale consideration and submit copy of Challans to us. TDS Certificate in Form 16B is required to be issued by the Purchaser as a final confirmation in respect of the taxes deducted and deposited into the Government Account. 1% of TDS on the above total cost is applicable and payable (excluding stamp duty, registration, share & administration money and interest free refundable security deposit towards interior decoration). The Applicant may deduct TDS on payment being made including on the payment already made and furnish necessary TDS Certificate in Form 16B to the Promoter/s in confirmation thereof.
- 11) In the event, any amount is to be refunded to the Applicant which shall be made to the person whose name is mentioned as the first applicant in case there are joint applicant/s unless an instruction to do so otherwise is received from all the joint applicant/s in writing, such refund may take place either through personal hand over of cheque or through the courier or by any other way, the Promoter/s may deem fit.
- 12) All the payments to the Promoter/s are to be made by demand drafts/pay orders/ account payee cheques / RTGS / ECS/ NEFT any other instrument drawn in favour of _____. The payment through direct deposit/ RTGS/ ECS/ NEFT should be made to the following bank account _____ of _____ Bank _____ Branch _____ with _____ IFSC code .
- 13) Such transfer should be followed with confirmatory mail giving payment details addressed to Relationship Manager. Date of actual credit shall be treated as the date realization.

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RAMDEV AVIGNA SKY

- 14) In case of any cheque bounces or is dishonored by the bank for any reason whatsoever the cheque bouncing charge will be Rs. 500/- payable by the Applicant herein. No cheque payment shall be accepted after the cheques given by the Applicant has bounced upto two times and thereafter the payment shall be accepted only through bank demand draft or NEFT/ RTGS. The bouncing of a cheque shall be treated as default on the part of Applicant and the Promoter/s reserves the right to terminate this Offer of Allotment and forfeit the amount received. In no case the dishonored cheque shall be returned to the Applicant.
- 15) If the payments are not received on due dates, it shall be a default on the part of the Applicant and any delay beyond 30 (thirty) days shall ipso facto cancel the offer of Allotment Letter and the Promoter/s shall thereafter be free to deal with the said Flat / Shop / Office/ Unit in any manner whatsoever at its sole discretion, subject to applicable laws.
- 16) All the correspondence and communication shall be sent by the Promoter/s to the First Applicant and to his address which shall be for all purposes considered as served on all the Applicants. No separate communication shall be made with the other named Applicants.
- 17) The Applicant other than Indian resident shall comply with all the necessary requirement under FEMA and other prevailing laws regarding remittances, acquisition of residential / commercial properties in India and all the amendments in such laws. Applicants shall also provide the Promoter/s all such approvals, permissions from Competent Authority as required by Promoter/s to discharge his obligation under said Agreement. In case of non-compliance the Applicant shall be solely responsible for the consequences and hereby indemnify the Promoter/s for any loss, litigation, etc suffered by the Promoter/s. In case of any change in residential status post accepting this offer of Allotment Letter should be informed in writing immediately to the Promoter/s.
- 18) The Promoter/s has availed and/ or reserves the right to take construction finance from any bank NBFC/ financial institution or any third party and create mortgage and encumbrances as required from time to time in respect of the said Project, save an except the right of the Purchaser on the said Flat / Shop / Office/ Unit in the event if Agreement for Sale is executed .

For all delay payments, the Applicant/s shall be liable to pay to the Promoter/s and the Promoter/s shall be entitled to charge simple interest at SBI's Marginal cost of lending rate plus two percent per annum from the respective due dates until payment and/ or realization by the Company, or as may be specified in Rera Act & Rules there under and other applicable laws. The above mentioned rate also applies to any payment to be made by the Promoter/s to the Applicant. Any payment/s made by the Applicant(s) shall be first appropriated towards interest, taxes, and the balance if any, towards the principal sum of the installments of the total Sale Consideratio

- 21) The Courts of Mumbai alone shall have jurisdiction in the matter.

CONFIRMATION AND ACKNOWLEDGEMENT

I/We, the Applicant/s

(i) Mr./ Ms. _____ Pan No. _____, Adhar
No. _____, residing at
_____;

(ii) Mr./ Ms. _____ Pan Card No. _____, Adhar Card No. _____

ADD: Ramdev House, Behind seven square school, Kenwood Park, P K Road, Mira Road (East),
Thane-401107.

Email: RAMDEVGROUP33@GMAIL.COM

RAMDEV AVIGHNA SKY

_____ residing at _____;
(self attested copies of Pan Card & Adhar Card enclosed)

do hereby confirm that I/We shall be receiving shortly duly completed Agreement for Sale in respect of Flat No. _____, in Wing _____ on _____ floor (said Flat / Shop / Office/ Unit") in Residential project RAMDEV AVIGHNA SKY registered with the MAHA RERA Authority in Mumbai bearing Registration No. _____. We have read and understood the content of this Offer of Allotment Letter, Schedules, Annexure/s & Terms & Conditions attached therewith and I/we confirm that I/We have understood the same and do hereby accept the same and assure M/s. RAMDEV AVIGHNA SKY of our complying with all the terms & conditions including the payment as per payment schedule.

Name of the Applicant/s:

Signature

1) _____

2) _____

Date: _____

Place: _____

For RAMDEV AVIGHNA SKY

For RAMDEV AVIGHNASKY



Partner

Partners

Date: - 03.01.2025