

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

Date: 11.07.2024

Subject: Deviation Report on Allotment for the project named **KUSH HERITAGE**
 Located at CTS NO. 568, 568/1 to 18, F.P. No. 2 of TPS -IV &IV-A VILEPARLE EAST,
 MUMBAI- 400057

Deviation Clause

Clause no as per our draft	Actual clause
4.	Further I/We have the pleasure to inform you that you have been allotted an open car parking bearing No. _____ having _____ feet length x _____ feet breadth without consideration
5.	On execution of this writing, you have paid to us Rs. _____/- (Rupees _____ only) (being _____ % of the total sale consideration) being the Earnest Amount after deducting income tax at source @ 1% under the provisions of Income Tax Act, 1961 (TDS). The total sale consideration price for the said Flat/ Unit is Rs. _____/- (Rupees _____ only) ("Consideration") calculated on a lump sum basis, which is exclusive of taxes, stamp duty and registration charges and other charges and is further subject to applicable deduction of TDS as per the provisions of Income Tax Act, 1961 at the time of making instalments mentioned herein below as Annexure-I . As per our mutual understanding, you have agreed to pay us, further charges as more particularly mentioned in the Agreement for Sale to be executed between us.
6.	6. You shall deposit the amount of TDS deducted as mentioned herein above as per the provisions of Income Tax Act, 1961, to the credit of the income tax department simultaneously after deducting the TDS as mentioned hereinabove and shall immediately provide proof of deposit to us.
7.	In the event the booking amount is collected in stages/ instalments as set out in Annexure-I and if the allottee fails to pay any subsequent instalment and/ or other charges, taxes etc. as and when called upon, we shall serve a notice Office No. 607, 6th Floor, HIVE 67 ICON, Poisar Gymkhana Road, Lokmanya Tilak Nagar Poisar, Near Raghuleela Mall, Kandivali (W), Mumbai - 400 067. Email : kush_buildcon@yahoo.co.in / kushbuildcon101@gmail.com



	calling upon you to pay the subsequent instalment and/ or other charges, taxes etc. within 15 (days) from receipt of such notice, failing which we shall be entitled to terminate/ cancel the allotment of the said Flat/ Unit. Upon such termination/ cancellation of this allotment, we shall be entitled to forfeit an amount not exceeding 2% of the total Consideration of the said Flat/Unit, and the balance Consideration, if any, shall be refunded back to you, without any interest.
9.	The time of payment of the respective instalments as set out in Annexure-I and/ or other charges, taxes etc. shall be the essence under this Letter of Allotment. It is hereby agreed that execution of the Agreement for Sale and payment of each Instalment as stated in Annexure-I shall be made within a period of 15 (Fifteen) days from the date of our demand, failing which interest at the rate of State Bank of India highest Marginal Cost of Lending Rate (MCLR) + 2% per annum or such other rate of interest as per the provisions of RERA shall be payable by you on the outstanding amount/s along with the other charges including taxes as applicable.
10.	d. You have already taken inspection of all the approvals, plans and other documents and after satisfying yourself about the title of the said Property and our entitlement to develop the said Property, you have applied for the allotment of the said Flat/Unit. The Promoters are entitled to amend, modify and/or substitute the proposed plan for development of the said Property, in full or in part, as may be required by and in accordance with the RERA and the rules and regulations made thereunder and other applicable law/s and planning constraints from time to time. You agree to accept such modification and/or amendments in the plans as may be permissible under law as long as the area and layout agreed to be allotted to you is unchanged.
13.	13. Alternatively, upon payment of 10% of the total sale consideration of the said Flat/Unit, you shall execute and register the Agreement for Sale and appear for registration of the Agreement for Sale before the concerned sub-registrar within 15 (fifteen) days upon intimation from us.
14.	In the event, you are unable to execute and register the Agreement for Sale or in the event you fail to appear for registration of the Agreement for Sale before the concerned sub-registrar as and when called upon by us, then, we shall not be held liable for the same and further, we shall be entitled to terminate/ cancel the allotment of the said Flat/Unit. Upon such termination/ cancellation of this allotment, we shall be entitled to forfeit an amount not exceeding 2% of the total Consideration of the said Flat/Unit, and the balance Consideration, if



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	any, shall be refunded back to you, without any interest.
15.	Further, it is clarified that forwarding the proforma of Agreement for Sale does not create any binding effect on part of ourselves until the actual execution and registration of the Agreement for Sale in respect of the said Flat/ Unit
17.	In addition, upon cancellation/ termination of the allotment, you shall also forgo the full amount of GST and/ or other charges, taxes etc. collected/ payable by you upto the date of such cancellation/ termination. You agree and confirm that the said cancellation charges/ forfeiture amount constitutes a reasonable genuine and agreed pre-estimate of the damages that will be caused to us, and that the same shall be in the nature of liquidated damages and not penalty
18.	18. Upon cancellation/ termination of the allotment of the said Flat/Unit, you shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against us or against the said Flat/Unit and we shall be entitled to deal with and dispose of the said Flat/Unit to any other person/s as we may deem fit without any further act or consent from you
19.	<p><u>Representations:</u></p> <p>It is further agreed between us, and you agree and confirm that; we have allotted the said Flat/Unit to you in reliance of the accuracy of the representations and warranties which we consider and you agree to be an important and integral part of this allotment</p> <ul style="list-style-type: none"> a. You shall not sell, transfer, deal with or otherwise dispose off in any manner whatsoever, the said Flat/Unit and / or any part thereof to any person without our written consent on the same. This term is one of the fundamental terms and the essence of the contract. b. Applicability of transfer fees/administrative charges/facilitation fee will be at our sole discretion. c. The said Flat/Unit shall be used for the purposes of residential/ commercial/ professional office only. <p>You hereby acknowledge and accept that the carpet area of the said Premises may change -/+ 2% and accordingly, the sale consideration shall stand changed proportionately.</p>
20.	<p>The stamp duty, registration charges and other expenses towards execution of the Agreement for Sale shall be paid and borne by you exclusively. It has been agreed that all taxes, duties, cesses (whether Office No. 607, 6th Floor, HIVE 67 ICON, Poisar Gymkhana Road, Lokmanya Tilak Nagar Poisar, Near Raghuleela Mall, Kandivali (W), Mumbai - 400 067. Email : kush_buildcon@yahoo.co.in / kushbuildcon101@gmail.com</p>



	<p>applicable/payable now or become applicable/payable in future) including Goods and Services tax ("GST") or any Govt. taxes/levies/duties etc and other amounts/deposits payable under this Letter of Allotment/ Agreement for Sale or otherwise and / or on the transaction contemplated herein shall be borne and paid by you alone and we shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof. In the event you fail to pay the stamp duty charges and registration charges and to execute the Agreement for Sale or any amounts including all taxes, duties, cesses mentioned hereinabove within the prescribed time of the notice, then we shall have the option to terminate/determine this Letter of Allotment and the consequences mentioned herein shall ensue.</p>
21.	<p>The time period for payment of the said amounts/charges will be more particularly set out in Annexure I hereinbelow. Save and except and without prejudice to any of our rights mentioned hereinabove, any delay in payments to be made on your behalf shall attract interest at the rate of MCLR+2% per annum or such other rate of interest as per the provisions of RERA alongwith such additional penalty which may be permitted within the ambit of law. You shall indemnify and keep us indemnified for any loss, damage caused to us, if any amounts mentioned under this Letter of Allotment including any taxes, duties and cesses and/or levies are not paid by you as mentioned hereinabo</p>
24.	<p>This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India. The authority constituted under the RERA act shall have jurisdiction over all matters arising out of or relating to this letter. However, any disputes which do not fall within the preview of RERA act made thereunder, then the Civil Courts at Mumbai shall have exclusive jurisdiction</p>
26.	<p><u>Confidentiality</u> You are required to keep this writing/the contents hereof confidential and shall not to disclose the same to any third party and you shall neither use, nor reproduce for use these writings/any contents hereof in any manner whatsoever. In the event of any violation of this term, we shall be entitled to treat this writing as withdrawn and cancelled</p>
27.	<p><u>Notice</u> 27. All letters, receipts and/or notices issued by us dispatched under Courier/ Speed Post AD to your address and/ or email known to us shall be sufficient proof of the receipt of the same by you and shall completely</p>

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	and effectively discharge us. For this purpose, you have given the address and email specified below: Name of the Customer: E-mail ID: Contact Number: Address of the Customer:		
<u>Annexure - I</u>			
PAYMENT SCHEDULE	PERCENTAGE	ON OR BEFORE	
Rs. _____ (Rupees only)	9	the Earnest Money/ booking amount	
Rs. _____ (Rupees only)	11	execution and registration of these agreement	
Rs. _____ (Rupees only)	11	completion of Foundation Work	
Rs. _____ (Rupees only)	11	completion of Plinth Work	
Rs. _____ (Rupees only)	4	completion of 1st slab of the proposed building	
Rs. _____ (Rupees only)	4	completion of 2nd slab	
Rs. _____ (Rupees only)	4	completion of 4th slab	
Rs. _____ (Rupees only)	4	completion of 6th slab	
Rs. _____ (Rupees only)	4	completion of 8th slab	
Rs. _____ (Rupees only)	4	completion of 10th slab	
Rs. _____ (Rupees only)	4	completion of 12th slab	
Rs. _____ (Rupees only)	5	completion of brickwork	
Rs. _____ (Rupees only)	5	completion of internal and external plastering	



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	Rs. _____ (Rupees only)	5	commencement of plumbing and electrical work	
	Rs. _____ (Rupees only)	5	commencement of Tiling and doors and windows	
	Rs. _____ (Rupees only)	5	commencement of Lifts, water pump and painting	
	Rs. _____ (Rupees only)	5	on offering physical possession of theflat	
	Total	100		

NOTE: the total accepted under this Annexure shall not be more than 10% of the cost/ consideration of the said Flat/Unit.

For Kush Realty



Partner

Date: 11/07/2024

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