Kamla™
Homes & Lifestyles Pvt. Ltd.
Head Off:- 101, Mayur Tower, Chandavarkar Rd, Borivali (West), Mumbai - 400 092.
Admin Off:-101, Bhanukunj Bldg, Tejpal Road, Vile Parle (East), Mumbai - 400 057.
Telefax:- 022 2898 3854 Email:- kamlagroup@yahoo.com CIN No:-U45202MH2008PTC184854

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

Date :- 27-05-2023

Subject:- Deviation Report on Agreement for sale the project named KAMLA RIDHIMA located on plot bearing CTS No.960/6, of Village Malad (S), Somwari Bazar, Malad (W), Mumbai – 400 064

Modified clauses

Clause no as per RERA	Clause as mentioned in model draft agreement	Clause no as per draft agreement	Clause as mentioned in draft agreement

1 (c)	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 that Promoter the balance amount of Rs .....(Rupees .....) in the following manner :- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement ii. Amount of Rs...../-(.....) (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...../-(.....) (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...../-(.....) (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. v. Amount of Rs...../- (.....) (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...../-(.....) (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	1 (c)	The Allottee/s has paid on or before execution of this agreement a sum of Rs._____ (Rupees _____ only) excluding GST (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. _____ (Rupees _____ only) in the following manner :- i. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 30% of the total consideration) to be paid to the Promoter, within the period of 7 days after the execution of Agreement. ii. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 45% of the total consideration) to be paid to the Promoter, on completion of the Plinth of the building, within the period of 7 days after the execution of Agreement. iii. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 47% of the total consideration) to be paid to the Promoter, on completion of the 1st Slab of the building, within the period of 7 days, on the issue of demand note/invoice by the Promoter. iv. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 49% of the total consideration) to be paid to

	waterproofing, of the building or wing in which the said Apartment is located.. vii. Amount of Rs...../-(.....) (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 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.		the Promoter, on completion of the 2nd Slab of the building, within the period of 7 days, on the issue of demand note/invoice by the Promoter. v. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 51% of the total consideration) to be paid to the Promoter, on completion of the 3rd Slab of the building, within the period of 7 days, on the issue of demand note/invoice by the Promoter. vi. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 53% of the total consideration) to be paid to the Promoter, on completion of the 4th Slab of the building, within the period of 7 days, on the issue of demand note/invoice by the Promoter. vii. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 55% of the total consideration) to be paid to the Promoter, on completion of the 5th Slab of the building, within the period of 7 days, on the issue of demand note/invoice by the Promoter. viii. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 57% of the total consideration) to be paid to the Promoter, on completion of the 6th Slab of the building, within the period of 7 days,

				on the issue of demand note/invoice by the Promoter. ix. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 59% of the total consideration) to be paid to the Promoter, on completion of the 7th Slab of the building, within the period of 7 days, on the issue of demand note/invoice by the Promoter. x. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 61% of the total consideration) to be paid to the Promoter, on completion of the 8th Slab of the building, within the period of 7 days, on the issue of demand note/invoice by the Promoter. xi. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 63% of the total consideration) to be paid to the Promoter, on completion of the 9th Slab of the building, within the period of 7 days, on the issue of demand note/invoice by the Promoter. xii. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 65% of the total consideration) to be paid to the Promoter, on completion of the 10th Slab of the building, within the period of 7 days, on the issue of demand note/invoice by the Promoter.

			xiii. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 67% of the total consideration) to be paid to the Promoter, on completion of the 11th Slab of the building, within the period of 7 days, on the issue of demand note/invoice by the Promoter. xiv. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 69% of the total consideration) to be paid to the Promoter, on completion of the 12th Slab of the building, within the period of 7 days, on the issue of demand note/invoice by the Promoter. xv. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 71% of the total consideration) to be paid to the Promoter, on completion of the 13th Slab of the building, within the period of 7 days, on the issue of demand note/invoice by the Promoter. xvi. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 73% of the total consideration) to be paid to the Promoter, on completion of the 14th Slab of the building, within the period of 7 days, on the issue of demand note/invoice by the Promoter. xvii. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding

				75% of the total consideration) to be paid to the Promoter, on completion of the 15th Slab of the building, within the period of 7 days, on the issue of demand note/invoice by the Promoter.
				xviii. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 77% of the total consideration) to be paid to the Promoter, on completion of the 16th Slab of the building, within the period of 7 days, on the issue of demand note/invoice by the Promoter.
				xix. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 79% of the total consideration) to be paid to the Promoter, on completion of the 17th Slab of the building, within the period of 7 days, on the issue of demand note/invoice by the Promoter.
				xx. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 81% of the total consideration) to be paid to the Promoter, on completion of the 18th Slab of the building, within the period of 7 days, on the issue of demand note/invoice by the Promoter.
				xxi. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 83% of the total consideration) to be paid to the Promoter, on completion

			of the 19th Slab of the building, within the period of 7 days, on the issue of demand note/invoice by the Promoter. xxii. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 85% of the total consideration) to be paid to the Promoter, on completion of the 20th Slab of the building, within the period of 7 days, on the issue of demand note/invoice by the Promoter. xxiii. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 87% of the total consideration) to be paid to the Promoter, on completion of the 21st Slab of the building, within the period of 7 days, on the issue of demand note/invoice by the Promoter. xxiv. Amount of Amount of Rs. /- (Rupees only) excluding GST (not exceeding 89% of the total consideration) to be paid to the Promoter, on completion of the 22nd Slab of the building, within the period of 7 days, on the issue of demand note/invoice by the Promoter. xxv. Amount of Rs. /- (Rupees only) excluding GST (not exceeding 92% 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 within the

			period of 7 days, on the issue of demand note/invoice by the Promoter. xxvi. Amount of Rs. /- (Rupees only) excluding GST (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Apartment within the period of 7 days, on the issue of demand note/invoice by the Promoter. xxvii. Amount of Rs. /- (Rupees only) excluding GST (not exceeding 98% 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 in which the said Apartment is located within the period of 7 days, on the issue of demand note/invoice by the Promoter. xxviii. Amount of Rs. /- (Rupees only) excluding GST (not exceeding 99% 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 in which the said Apartment is located within the period of 7 days, on the issue of demand

			note/invoice by the Promoter. xxix. Balance Amount of Rs. /- (Rupees only) excluding GST against and at the time of handing over of the possession of the Apartment to the Allottee/s on or after receipt of occupancy certificate from the Competent Authority.

1 (d)	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/Plot].	1 (d)	The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter and to be recovered from the Allottee/s, by way of Value Added Tax, Service Tax, Goods & Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of Land and carrying out the Project payable and recoverable by the Promoter up to the date of handing over the possession of the Apartment, on or after the receipt of occupation certificate from the Competent Authority. The Total Price above excludes any up-gradation/changes specifically requested or approved by the Allottee/s in fittings, fixtures and specifications and any other extra facilities/amenities, which have been done on at the request of the Allottee/s, which will be charged separately by the Promoter. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Service Tax, VAT, GST and any other direct or indirect taxes, duties and impositions applicable, levied by Central/State Government and/or any other local, public or statutory authorities/bodies (including any increase thereof) on any amount payable under this Agreement and/or the transaction contemplated herein and/or in relation to the said premises, shall be borne and paid by the Allottee/s alone and the Promoter shall not be liable to bear or pay the same or any part thereof and the Promoter is entitled to recover said dues from the Allottee/s.

1 (e)	The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.	1 (e)	The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification / order / rule / regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments. Subject to the terms of the Agreement and the Promoter abiding by the construction milestones as stated above, the Allottee/s shall make all the payments, on demand by the Promoter, within the stipulated time, as mentioned in the payment plan through A/c payee cheque/demand draft or NEFT/RTGS/online payment maintained with RERA designated Current Account No.7514101960, Kamla Homes & Lifestyles Pvt. Ltd. (hereinafter referred to as "the said Account), maintained with Indian Bank (Borivali-West) branch, Ground floor, Natasha Manor-A, Chandavarkar Road, Borivali (West), Mumbai, having IFSC Code : IDIB000B086.

6.			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 - (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. (ii) any stay order or injunction issued by any court of law/ competent authority; (iii) any other circumstances that may be deemed reasonable by the authority; (iv) any delay in procurement/grant of any permission, certificate, consent and /or sanction from the competent authority.
9	The Allottee along with other allottee(s)s of Apartments in the building shall join in forming and registering the Society or Association or a Limited Company to be known by such name as the Promoter may decide and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society or Association or Limited Company and for becoming a member, including the byelaws of the proposed Society and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the	9	The Allottee/s along with other Allottee/s of Apartment in the building shall join as incoming shareholder of the company and for this purpose, also from time to time, sign and execute the application for membership and the other papers and documents, including bye-laws/regulations of the company, which are to be duly filled in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to intimate Managing Committee of the company, for the admission of such Allottee/s, as the members of the company. No objection shall be taken by the Allottee/s in the Memorandum and Articles of Association and regulations of the company, which are already approved by the General Body of the company and/or by the Registrar of Co-operative Societies, Mumbai, Maharashtra.

	common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.		
9.2	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 Vendor/Lessor/Original Owner/Promoter and/or the owners in the project land on which the building with multiple wings or buildings are constructed.	9.2	Within 15 days after notice in writing is given by the Promoter to the Allottee/s, that the Apartment is ready for use and occupancy, the Allottee/s 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 project land and Building/s 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 building/s, irrespective of the fact, that the said Allottee/s is admitted as a Shareholders of the company, pursuant to this Agreement and he/she/they shall pay to the Promoter such proportionate share of outgoings as may be determined, till the time he/she/they is/are duly admitted as the shareholders of the company. The Allottee/s further agrees that till the Allottee/s share is so determined and he/she/they be admitted as a shareholder of the company, the Allottee/s shall pay to the Promoter, provisional monthly contribution of Rs._____/- (Rupees _____only) per month towards the outgoings. The amounts so paid by the Allottee/s to the Promoter shall not carry any interest and remain with the Promoter until he/she/they is/are be admitted as a shareholder of the company, pursuant to this Agreement.

9.1	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 Apartment is situated.	9.1	The Promoter has already caused conveyance, of all rights, title and the interest of the Vendors and/or the Original Owners of the project land in which the said Building/Apartment is situated.
10	The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts :- (i) Rs. ..... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body. (ii) Rs. ..... for formation and registration of the Society or Limited Company/Federation/ Apex body. (iii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body (iv) Rs. .....for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body. (v) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges & (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout	10	The Allottee/s shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts:- (i) Rs._____/- towards share money, application, entrance fees of the company (ii) Rs._____/- towards admission as shareholder of the company. (iii) Rs._____/- towards proportionate share of municipal taxes and other charges/levies in respect of the company. (iv) Rs._____/- towards provisional monthly contribution of 12 months with GST (18%) towards outgoings of company, including common area maintenance charges till the Allottee/s is admitted as a shareholder of the company. (v) Rs._____/- towards deposit for Water, Electric and other utility and

			service connection charges. (vi) Rs._____/- towards development charges.
11	The Allottee shall pay to the Promoter a sum of Rs. ..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.	11	The Allottee/s shall pay to the Promoter a sum of Rs._____/- (Rupees _____ only) for meeting all legal costs, charges and expenses, including professional costs. The above amounts are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the above amounts paid by the Allottee/s with the Promoter.

Added clauses

Clause no as per our draft	Actual clause
2.3	Without prejudice to the rights of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per MAHARERA Rules, with monthly rests, on all the amounts which have become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principle amount and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the Allottee/s from time to time or on completion of the said project/apartment, and the Allottee/s has/have agreed to pay the same as and when demanded before the possession of the said apartment.
8.1	The Allottee/s undertakes not to sell/transfer/lease/assign or otherwise transfer rights, title and interest in the said premises, without the No Objection Certificate (NOC) in writing from the Promoter till the occupation certificate is granted from the competent authority. It is agreed that Promoter is entitled to charge minimum administrative cost of Rs.25,000/- for the issue of such NOC to the Allottee/s.
12 iii	There are no encumbrances upon the project land or the Project.
12 iv	There are no litigations pending before any Court of law with respect to the project land.
12 ix	The Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the Allottee/s.
12 x	The Promoter has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.
13 xii	The Building under reference is deficient in open space and Municipal Corporation of Greater Mumbai will not be held liable for the same in future;
13 xiii	The Allottee/s agree for no objection for the neighborhood /redevelopment with deficient open space in future;
13 xiv	The Allottee/s hereby agree not to misuse the lift machine room and also abide by the conditions imposed in CFO NOC;
13 xv	The Allottee/s hereby agree that he/she/they are aware of utilization of fungible FSI and further agree and aware that there is no contiguous holding/piece of land with land under development
13xvi	The Allottee/s shall not hold Municipal Corporation of Greater Mumbai liable for failure of mechanical parking system / car lift in future;
13xvii	The Allottee/s will not held Municipal Corporation of Greater Mumbai liable for the proposed inadequate / sub standard sizes of rooms in future and complaints of whatsoever nature will not be made in future.
13 xviii	The allotte/s will not make any complaint against M.C.G.M. for inadequate maneuvering space of car parking's and Allottee/s agrees that area reserved for parking shall be used/utilized for the purpose of parking only;
13 xix	The Allottee/s agrees that the dry and wet garbage shall be separated and wet garbage generated in the building shall be treated separately on the same plot by the resident/occupants/allottee/s of the building in the jurisdiction of M.C.G.M;

13 xx	The allottee/s agrees not make any complaint to M.C.G.M. for the toilet is existing above shop/habitable room regarding leakages if any in future;
25	The Allottee/s and/or Promoter shall present this Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof

For KAMLA HOMES & LIFESTYLES PVT. LTD.

DIRECTOR

Date : 27-05-2023