Kushal Constructions

Date: 29/11/2022

Deviation Report

Document Type: Agreement for Sale

Project Name: ANANDI APARTMENT

Project Land: Plot No.114, 115, 132 & 133, C.T.S. No. 79, Sheet No. 16(187/B) & 600/17, House No. 502/114, 502/115, 502/132 & 502/133, WARD NO. 74, Kh. No. 26 & 27, Mouza: Jaitala, Rajendra Nagar, Hingna Road, Nagpur, admeasuring 891.840 sq. mtrs.

Promoter Name: **M/s. KUSHAL CONSTRUCTION**

Please find appended below the list of deviations in the Said Agreement for Sale:

A. List of Clauses that have been amended by Promoter in the Model Agreement for Sale is produced hereunder and the same is also highlighted in yellow color in the said Agreement for Sale:

(i) Clause 1(a)(i) – added portion:

The purchase price of the Apartment as mentioned above, is determined on the basis of above referred carpet area of the apartment which Allottee/s agree/s and confirm/s. Thus, the other appurtenant area such as terrace if any, balcony if any, service shaft if any, exclusive verandah, if any, are neither included in the carpet area nor are considered for determining the purchase price.

(ii) Clause 1(a)(iv) – added portion:

(iv) The Allottee shall not be allowed to allot/transfer/let-out said car parking to any outsider/visitor. Allottee shall keep the said car parking space as shown in the sanctioned plan of said project and shall not enclose or cover it in any manner. The said car parking space shall be used only for the purpose of parking motor vehicle and not for any other purpose. The Society or Limited Company/Federation/ Apex body shall finally ratify the reservation of such car parking in its first meeting at the time of handover by the Promoter.

OR

(iv) The Allottee has informed the promoter that he/she does not require any car parking space in said project. Accordingly, no reservation of car parking is made against said Apartment. Allottee undertakes, assures and guarantees not to claim any car parking space in said project in future, nor raise any objection to use of car parking by other Allottees.

(iii) Clause 1 (d) – added portion:

GST, Swachh Bharat Cess

(iv) Clause 4.2 – added portion:

10% of the total consideration amount as forfeiture charges and as pre-determined liquidated damages and the taxes and outgoings, if any, due and payable by the Allottee/s in respect of the said Apartment upto the date of termination of this Agreement

(v) Clause 7.4 – added portion:

it shall be necessary to appoint an expert who shall be a nominated surveyor who shall then submit a report to state the defects in materials used, in the structure built of the Apartment/building and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

(vi) Clause 9 – added portion:

Any delays in signing and handing over of documents by the Allottee to the Promoter shall not constitute default of the Promoter and the prescribed time period shall stand extended accordingly.

(vii) Clause 9.3 – added portion:

which shall be paid in advance for _____ months on/before possession of the Apartment.

(viii) Clause 10 – added portion:

(All the aforesaid amounts to be decided by the Promoter at the time of possession, on actual amount incurred/to be incurred)

I say that this disclosure is to the best of my/our knowledge and as per the information available with us as on date. The Draft of Agreement for Sale has been prepared and submitted to MahaRERA on 29/11/2022 In event of any subsequent changes in the draft, which shall not be contrary or inconsistent with the provisions of RERA and the Rules and Regulations made thereunder, then the same shall be subsequently submitted to MahaRERA and uploaded on MahaRERA website along with its deviation report.

For Promoter,

M/s. KUSHAL CONSTRUCTION

M/s KUSHAL CONSTRUCTIONS

Partner Partner

Partners