

RANUJA RAMDEV C TYPE

RAMDEV HOUSE, INSIDE RAMDEV DHAM, BRHIND SEVEN SQUARE SCHOOL, MIRA ROAD EAST, THANE- 401 107.

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

Date: - 05.03.2024

Subject: - Deviation Report on Agreement for sale the project named RANUJA RAMDEV C TYPE located at OLD SURVEY NO 228, NEW SNO. 27, HISSA NO 2 AND OLD SURVEY NO 233, NEW SNO. 25, HISSA NO 7 LOCATED AT VILLAGE - NAVGHAR, BHAYANDAR EAST, THANE - 401105

Deviation Clause

Clause no as per our draft	Actual clause
48.	1.(iii) The Allottee/s has/have paid on or before execution of this agreement a sum of Rs. _____/-(Rupees _____ Only) as advance / token payment or application fee and hereby agrees to pay to the Promoter the balance amount of Rs. _____/-(Rupees _____ Only) in the following manner:- a) 10% as earnest money or deposit on or before the execution of this Agreement. b) 25% and/or a sum of Rs. _____/-, on or before laying the plinth. c) 5% and/or a sum of Rs. _____/-, on or before the 1st R.C.C. Slab in cast. d) 5% and/or a sum of Rs. _____/-, on or before the 2nd R.C.C. Slab in cast.

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| | <p>e) 5% and/or a sum of Rs. _____/,-,
on or before the 3rd R.C.C. Slab in cast.</p> <p>f) 5% and/or a sum of Rs. _____/,-,
on or before the 4th R.C.C. Slab in cast.</p> <p>g) 5% and/or a sum of Rs. _____/,-,
on or before the 5th R.C.C. Slab in cast.</p> <p>h) 5% and/or a sum of Rs. _____/,-,
on or before the 6th R.C.C. Slab in cast.</p> <p>i) 5% and/or a sum of Rs. _____/,-,
on or before the 7th R.C.C. Slab in cast.</p> <p>j) 5% and/or a sum of Rs. _____/,-,
on or before the 8th R.C.C. Slab in cast.</p> <p>k) 5% and/or a sum of Rs. _____/,-,
on or before completion of Brick Work.</p> <p>l) 5% and/or a sum of Rs. _____/,-,
on or before completion of internal plaster.</p> <p>m) 10% and/or a sum of Rs. _____/,-,
on or before completion of Flooring / External Plaster.</p> <p>n) 5% and/or a sum of Rs. _____/,-, within seven days on receipt by Allottee/s of the Promoter letter offering possession of the said Flat irrespective of whether the Allottee/s taking possession thereof or not.</p> |
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Note: Each of the installments mentioned in the sub-clause 1(iv) shall be further sub-divided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building / wing.

- o) The Allottee/s shall upon the execution & registration of these presents pay to the Promoter all such taxes, levied by the concerned local authorities Semi-Government & Government Authorities of Maharashtra/India, by way of Value Added Tax, Service Tax, and Cess, GST or any other similar

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	taxes which may be levied, now or in future. The time for payment stipulated above is and always will be treated as an essence of the contract. s) For all or any of the purpose herein the Allottee/s hereby grant or shall be deemed to have been granted to the Promoter and irrevocable consent to do all acts, deeds, matters & things to effectuate the schemes, terms, conditions and other provisions relating to the said land and the building and every part thereof as may be desired by the Promoter and to that end and intend the Allottee/s hereby irrevocably nominate, constitute and appoint the Promoter as Allottee/s through and lawful attorney to do and perform all that may be found requisite, and/or desired to be done and/or performed by the Promoter in its discretion. t) The Allottee/s agrees that the Promoter shall be entitled to consume entire FSI available at present or in future in respect of the said land including the unavailed portion and/or reservation on the said land. The Promoter shall execute or cause to be executed the conveyance in respect of all that building and the structures only after all that FSI is fully consumed, ULC Formalities if any are over and/or after NOC from the ULC Authorities if any required, regarding the conveyance of land alongwith the structures being procured by land or granted to the Promoter and/or not before. The Promoter shall not be bound to convey the land in respect of building in piecemeal. The various buildings, societies or other appropriate bodies of the Flat Purchasers as the case may be in the larger properties shall be formed and Apex / Ultimate Body / Common Organization to look after the larger properties as provided in the First Schedule and the various common amenities within it. The Promoter shall convey the properties and structure only to such common organization after the FSI is fully consumed / constructed. u) In the event of the appropriate body so formed or eventually the
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	Apex / Ultimate Body being formed & registered before the construction and/or sale and/or disposal by the Promoter of all Flats / parking space and/or hoarding space etc. in the said building as aforesaid, the powers and the authorities of the said bodies so found of Allottee/s and other Allottee/s of Flat shall be subject to the over all control of the Promoter on all any of the matters concerning the said building the construction and completion thereof and all the amenities appertaining to the same and in particular but without prejudice to the generality of the foregoing. The Promoter shall have absolute authority and control as regards the FSI available for further construction, incomplete construction, unsold portion of such building including flats, offices, apartments, garages, parking space, terraces and the disposal thereof and the said bodies so formed shall not have any such right or authority nor shall the bodies interfere, obstruct or commit or omit any act with will be harmful, injurious or prejudicial to the aforesaid rights of the Promoter.
48.(8)	It is expressly agreed that the Promoter shall be entitled to sell the premises in the said building for the purpose of using the same as Guest House, Restaurant & Bar, Dispensaries, Nursing Homes, Maternity Homes, Beauty Parlour, Palnagar, Coaching Classes, Consulting Rooms or Clinics or Floor Mill, Showroom or Residential or for Commercial user and/or any use as may be permitted by the local authority in that behalf and the other Allottee/s shall not object to the use of the premises for the aforesaid purpose at any time in future by the respective Allottee/s thereof.
48(9)	c) The Allottee/s hereby agrees that even after society is formed the said Society Office Bearers shall not demand transfer charges and/or maintenance charges for the unsold premises of the said Promoter premises. d) The Allottee/s hereby agrees that he/she/they shall not avail

	the T. V. Cable from any Cable Operator other than the Cable Operator approved by the Promoter and further agrees and undertakes that he/she/they shall not entertain any other T. V. Cable Operator in the said building. e) It is mutually agreed between the parties hereto that Promoter shall have exclusive right to allot the parking lot to the Allottee/s of Flat in the said building as per its own discretion, even after formation of the Society.
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FOR M/S RANUJA RAMDEV C TYPE

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Proprietor/Authorised Signatory

Proprietor

Date: - 05.03.2024

