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आज़ादी का अमृत महोत्सव

NEELAM REALTORS

To,

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

Date :- 24/08/2023

Subject:- Deviation Report on Allotment for the project named **SUPREMO PHASE – II**, CTS Nos. 1289 (Part), 1290(Part), 1292 (Part), 1293 (Part), 1294 (Part), 1295 (Part), 1296 (Part),and 1297 (Part) of Village Mulund East, Taluka- Kurla ,situated at 90 feet Road, Near Kelkar College, Mulund East, Mumbai- 400081

Deviation Clause

Clause no as per our draft	Actual clause
4.	iv) That you shall not be entitled to nor shall he/she/they/demand sub division of the Property or be entitled to any FSI exceeding the FSI used and consumed in the Building out of any FSI available now or in future and that you and/or the society/association of purchasers shall not be entitled to put up any further or additional construction on the Building exceeding thc FSI consumed therein at the time of grant of the Occupation Certificate for any reason whatsoever. v) The Purchasers agrees confirms and gives approval that there will be change in the layout, additional buildings, floors etc and that they have No Objection for the same. The Developer may in future register different phase with Maha RERA and this Purchaser shall have no objection and gives its express consent for the same. The purchaser is aware that the date of possession will be the last date of completion of the last phase in the layout. vi) The Flat shall be used for residential use only vii) As a discount being given to you, you have agreed not to sell, transfer, assign or dispose off the Flat for a period of 1 years ("lock-in period") from the date hereof. In the event, you wish to exit after

the lock-in period you shall be required to take prior written approval from us in that regard. You shall not be entitled to deal with the Flat directly and such transaction can take place only through the Developer and its written consent and not by Purchaser directly, so at to maintain price parity

viii) You shall be liable to pay further charges and other dues (over and above the Sale Consideration), which shall be payable at the time of possession of the Flat, which are as under. We shall not be liable, responsible and / or required to render any account in respect of the amounts mentioned herein below:

Sr. No.	Description	Amount
1	Non –refundable legal charges and expenses	
2	Non-refundable for share money, application, entrance fee of the society	
3	Non-refundable deposit towards installation of cable, electric meter, MGL Line (without meter), water meter.	
4	Being [1] year Non-refundable charges towards proportionate share of maintenance @ Rs. 8 on carpet	
5	Non-refundable towards development fund of the society	
6	Non-refundable Infrastructure & Development Charges	
7	MSEB	
8	Debris	
	Total	**Rs._____/-**

ix) You have already taken inspection of the approvals, plans and other documents and have also satisfied yourself about our entitlement to develop the Property and agree not to raise any concern, demand, dispute, claim of any nature whatsoever.

X) You hereby declare/s that you have gone through the Title Certificate issued by the Advocate and have fully satisfied with the title of our development to the Property and thereafter you have agreed to acquire and purchase the said Flat from us and hereafter you shall not raise any objection or requisition in that behalf

	xi)	The Sale Consideration and the amounts mentioned herein, and all other amounts payable by you to us, are exclusive of all taxes, levies, duties, cesses, etc. Any and all taxes, including Service Tax and /or VAT and/ or GST, levies, duties, cesses etc. (whether applicable/payable now or become applicable/payable in future), whether on Sale Consideration or on other amounts payable in respect of the said Flat and/or in respect of 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. The Sale Consideration and all other amounts payable by you to us, are subject to tax deduction at source ("TDS"). It is hereby clarified that GST will be collected pro-rata along with every payment of the Sale Consideration as mentioned above.
	xii.	It is hereby clarified that the amounts mentioned hereinabove do not include the dues for electricity, gas and other bills for the said Flat and you shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and that you agree to pay to us such other charges or such other amounts under such heads or increase in any of the amounts as we may indicate without any demur.
	xiii.	You shall be liable to pay escalation / increase in the Sale Consideration, if such escalation/ increase is on account of any development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by any competent authority from time to time.
	xiv.	We are entitled to develop the said Property or any part thereof, in such manner as we deem fit including putting up any additional floor or floors, additional constructions, etc. and use the same for such purpose or purposes as we may desire. We are also entitled to mortgage the said Property and/or the building(s) to be constructed thereon or any part thereof, to enable us to augment the funds at any time hereafter, in such manner as we may deem fit.
7.	ii.	You hereby agree and confirm that we shall not be responsible for the refund of any of the applicable taxes including Service

	Tax, VAT, GST, Stamp Duty and Registration Charges or any other tax, levy, statutory charges paid by you to us and/or collected by us from you. iii. You shall at no time demand partition of the Building and/or said Property and/or the Project and/or your interest, if any, therein and the same shall never be partitioned. iv. On performance of all the obligations by you including the payments of all the amounts including the Sale Consideration, and on completion of the Project, you shall apply to the society/ association of purchasers to be admitted as a member of the society/ association of purchasers. You shall sign all necessary applications, letters, documents and other papers and writings for the purpose of becoming a member of the society/ association of purchasers. We may cause and register a conveyance or a lease, at its own discretion, in respect of the said Property, in favour of the society/ association of purchasers that will be formed by us. v. You cannot sell, mortgage, assign, underlet or sub-let the Flat or your interest or benefit factor of this letter or part with the possession of the Flat until you obtain our prior written consent. The incumbent transferee shall abide by the terms and conditions of this letter. vi. Upon handing over possession of the Flat you hereby undertake not to make any major alterations / changes / modifications in the Flat or make two entry / exit points within the Flat or alter the location of the main door of the Flat which may ultimately result in changes in the floor plan of the Building in which the Flat is situated. In future if any of such alterations are carried out by you in the Flat, the same shall be deemed to be made by you at your sole risk and without our approval and shall be declared as illegal and unauthorized.
9.	iii. On breach of any of the terms and conditions by you, you shall cease to have any right, title, interest, claim or demand etc. of any nature whatsoever either against us or against the said Flat. iv. All the cost, charges and expenses including stamp duty and registration charges on this letter of allotment and/or any other document executed pursuant to this letter of allotment and/or on

	the agreements and/or in respect of the transaction contemplated herein shall be borne and paid by you alone.
12	iii. We are not making any statement, declaration, representation, warranties, guarantees etc. with respect to the show flat, the height of the ceiling of the show flat, measurements, layout and area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artifacts, designs and all other items, lobby, landscaping, amenities, etc., and do not warrant and/or guarantee the accuracy with respect to the same, and the same shall not be provided by us, in the said Flat and/or any other flat and/or in the Building. The show flat, height of the ceiling of the show flat, measurements, layout and area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities, etc., and the information and depictions of the show flat, height of the ceiling of the show flat, measurements, layout and area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities, etc., shall not be relied upon by you as statements and/or representations of fact, and you have not agreed to acquire the said Flat on the basis of such show flat, height of the ceiling of the show flat, measurements, layout and area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities, etc., or any part thereof and the same do not form and are not intended to form any part of the transaction contemplated herein. The details of the said Flat to be allotted shall be mentioned in the agreement for sale to be executed for the said Flat and the same shall be final. iv. Time for payment of the Sale Consideration and/or other amounts and performance of all obligations by you including execution and registration of agreement for sale with respect to the said Flat, are the essence of the contract. v. If you fail and/or are otherwise unable to pay any of the installment of the Sale Consideration and/or other amounts on their respective due date and/or perform any other obligations in accordance with this letter of allotment, then in that event we shall, without prejudice to any other right and/or remedies that we

		may have against you under the law and/or otherwise, be entitled to receive and recover from you and you shall pay to us, interest at the rate specified under the RERA Rules per annum which is State Bank of India highest Marginal cost of Lending Rate plus two percent on the outstanding amount from the due date of the said outstanding amount till the date of actual payment thereof.
13.	ii.	You hereby expressly admit, acknowledge and confirm that the particulars or details given in any advertisement or brochure by us and/or by our agent/s to you and/or to your agent/s, is only for the purpose of understanding of the said Project. You hereby expressly admit, acknowledge and confirm that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained / given in any advertisement or brochure, by us and/or by our agents to you and/or to your agents, other than such terms, conditions and provisions as are contained or incorporated in this letter either expressly, impliedly or by law, shall be deemed to form part of this letter. You declare that you have executed this letter after reading and understanding and being explained the contents of this letter and undertake not to raise any objection and hereby waive your right to raise such objection in that regard. Further, you confirm and undertake not to seek any amendment, modification and/or change in the terms and conditions of this letter and hereby waive your right in that regard.
	iii.	You are requested to keep this writing / the contents thereof in confidence and not to disclose the same to any third party and you shall neither use, nor reproduce for use in any manner whatsoever this writing / the contents thereof. In the event of any violation of this term, you shall be entitled to treat this writing as withdrawn and cancelled.
	iv.	This allotment letter shall not be construed to limit your rights and interest upon execution and registration of the agreement for sale between ourselves and yourselves. Cancellation of allotment of the Apartment thereafter, shall be covered by the terms and conditions of the said registered document.

For **M/s. K V BUILDHOME LLP**

PARTNER

Date :- 24.08.2023