



NEELYOG
Builders & Developers

13.09.2023

To,
Hon'ble Chairperson, MahaRERA
Housefin Bhavan,
Bandra Kurla Complex
Bandra (East), Mumbai-400051

Declaration

Sub: Deviation Report for Allotment Letter

Ref: Proposed development of our project called "**Neelyog Aarana**" on the land lying, being and situate at Laxminarayan Lane, Ghatkopar, Mumbai – 400086 being Final Plot bearing No.20 of Ghatkopar TPS-II and bearing C.T.S. No.3809 to 3833 (both inclusive) of Revenue village/Ghatkopar Kirol admeasuring 3113.73 Square meters equivalent to 3724 sq. yards as per Property Register Card and lying being and situate at Revenue village Ghatkopar Kirol and in the Registration District and District Mumbai Suburban and within Municipal Ward "N" of Municipal Corporation of Greater Mumbai ("**Project Land**")

We are developing the captioned Project land.

The following are the deviations with respect to the Proforma Allotment Letter as given in Annexure- I under Clause (g) of Sub-Section 2 of Section 4 of the RERA Act, 2016.

Page No	Clause No	Deviation
1,2	1	The total consideration has been decided on basis of the payment schedule as agreed upon by and between us and your assurance to execute the Agreement for Sale as per the Proforma as per Clause-11 hereunder written. The total consideration includes the costs of the common areas and facilities appurtenant to the said Commercial Premises. The nature, extent and description of the common areas and facilities shall be as set out in the agreement for sale to be entered into between us.



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NEELYOG BUILDERS PVT. LTD.

		You are put to the specific notice that the Total Price above excludes Taxes like Service Tax, VAT/ GST which are levied now or any new other taxes which may be levied hereafter either by the Central Government and/or State Government and/or Competent Authority and/or any Authority/Authorities from time to time, by whatever nomenclature in connection with the construction of the building and sale of Commercial Premises on the captioned property until completion of the Project and handing over possession of the said Commercial Premises to you which shall be payable by you alone without recourse to us. We shall be entitled to levy and collect escalations/increases, due to increases on account of development charges and/or any cess, Tax, charges etc. by whatever nomenclature being levied and 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 (Central or State) on and from the date hereof which shall be payable by you alone without recourse to us. Over and above total consideration payable by you to us various deposits, advances, charges, premiums etc., payable under the standard Agreement for Sale shall be paid by you as would be provided therein.
3	6	and in the following manner. PAYMENT PLAN 1) 10 percent on Execution of Agreement. 2) 15 percent on the completion of the Plinth of the building. 3) 50 percent on the completion of the Slabs of the building. (3.333% on completion of each slab). 4) 7 percent on the completion of the walling and Internal and External plaster. 5) 6 percent on the completion of the Flooring. 6) 7 percent on the completion of the Doors and Windows, Sanitary fitting and plumbing. 7) 5 percent or remaining balance consideration as at the time of handing over the possession of the Premises. The said amount of the Purchase Price referred to hereinabove



2/7/2020

		excludes Taxes (consisting of tax paid or payable by the Promoters by way of Goods and Services Taxes (GST) or any other Value Added Tax, Service Tax, Swachh Bharat Tax, Krishi Kalyan Tax or cess or any other similar taxes, which may be levied, in connection with the construction of and carrying out the Project payable by the Promoters) up to the date of handing over the possession of the said Premises All the payments shall be effected only by Account Payee cheque/demand draft/pay orders and be drawn in favour of _____ or such other name as may be intimated in writing by the Promoter to the Allottee. No payment made contrary shall be binding on the Promoter under any circumstances.
4	9-a	a) If you fail to pay the subsequent due amount within the agreed period, we shall be entitled to terminate this allotment letter and further, we shall be entitled to forfeit an amount not exceeding 2% of the cost of the said Commercial Premises and the balance amount if any shall be refunded without interest within 45 days from the date of expiry of the notice period.
5	9-c	for the delay beyond said 45 days from the date of termination/cancellation,
7	12-c	for the delay beyond said 45 days from the date of termination/cancellation,
7	13	a) This Allotment Letter is merely an agreement to execute the Agreement for Sale as per the said Proforma. b) The contract for the allotment shall be concluded only upon the execution and registration of the Agreement for Sale as per the said Proforma. c) This Allotment Letter shall not be considered as an agreement for the purpose of section, 12, 14, 15, 18 and 19 of RERA Act. d) You will not be entitled to transfer, sell or assign your rights against this Commercial Premises without our written consent



Sp. T. Gesh

		and permission until possession is handed over to you and the society is formed. e) All Letters, receipts and notices issued by us to you and dispatched under certificate of posting to the address known to us, shall be sufficient proof of the receipt of the same by you and shall fully and effectively discharge us, of all our obligations. f) Upon the cancellation of the allotment, you shall have no claim, right, title or interest to seek allotment of the Commercial Premises /Parking and/or against us in any manner howsoever and we shall be at full liberty to make allotment of the captioned Commercial Premises and the car parking spaces to any third party which we may choose, without any reference or recourse to you in that behalf.
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Thus, we have reasonably complied with the applicable circular/s.

You are requested to register our project under the RERA Act, 2016 and issue Project Registration Certificate.

Yours faithfully,
For Neelyog Builders Pvt Ltd.




Director