To,

Maha RERA Authority,

6th floor, Housefin Bhavan,

Plot No C-21, E Block, BKC,

Bandra (E), Mumbai:-400051

Date :- 26/09/2023

Subject:- Deviation Report on Agreement for sale the project named ARHAM MOURYA CTS – 1108, 1108/1 to 8 & 1109, 1109/1 to 13 R.C.MARG , CHEMBUR EAST, MUMBAI - 400 071.

Deviation Clause

Clause no as per our draft	Actual clause
1(c)	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. _____ (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement ii. Amount of Rs. _____ (Rupees _____ only) (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 Apartment is located.

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	iii. Amount of Rs. _____ (Rupees _____ only) (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 Apartment is located. iv. Amount of Rs. _____ (Rupees _____ only) (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 Apartment. v. Amount of Rs. _____ (Rupees _____ only) (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 Apartment. vi. Amount of Rs. _____ (Rupees _____ only) (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 waterproofing, of the building or wing in which the Apartment is located. vii. Amount of Rs. _____ (Rupees _____ only) (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 Apartment is located. viii. Balance Amount of Rs. _____ (Rupees _____ only) 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.
1(g)	All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 1(a) of this Agreement.

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3.2	The Allottee acknowledges that, prior to entering into this Agreement, the Promoter have informed the Allottee that the Promoter intends to submit revised plans for the said Project Land and the New Building modifying and altering the sanctioned plans and that consequent thereto the New Building may consist of additional floor(s). The Allottee agrees that the Promoter have entered into this Agreement with the Allottee on an express representation made by the Allottee that he/she shall not object or dispute to the Promoter modifying and/or altering the sanctioned plans and to the construction of the additional floor(s) or part(s) thereof to the New Building, by the Promoter on any grounds or reasons whatsoever, including nuisance, annoyance, etc. if any, and the Promoter shall be entitled, either by itself or its their nominee/s, to construct and complete the said additional floor(s), on the New Building as they may desire in their absolute discretion without any interference or objection or dispute by Allottee. The Allottee hereby agrees to what is stated herein and such approval shall be deemed to be approval by the Allottee as required under the provisions of MOFA/RERA and the Promoter shall not be required to obtain any further approval, concurrence and/or approval in any manner whatsoever of the Allottee at the time of altering/ amending /modifying and /or submitting /re-submitting, as the case may be, the sanctioned plans for the New Building.
3.3	It is hereby agreed and confirmed by the Allottee and the Allottee hereby irrevocably agrees that, the Promoter is fully entitled to use and consume the entire FSI in respect of the said Project Land and / or which may be available at present or in future including by way of amendment to the rules, regulations, bye-laws and statute governing the said Project Land or in lieu thereof as also FSI which may be acquired/may have already been acquired as compensation for any area under setback or reservation in any form. The aforesaid FSI is also deemed to include FSI in respect of staircase, passage, lift, stilt, etc. of the New Building. It is specifically agreed between the parties hereto that if anytime hereinafter there is any increase in FSI available in respect of

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	the said Project Land, the Promoter shall be entitled to utilize the Excess FSI in terms of this Agreement and the Allottee hereby expressly authorize(s) and grants approval to the Promoter to utilize and consume such Excess FSI on the said Project Land by constructing and by making additions to the New Building by raising one or more floors and/or by constructing additional buildings/structures on the said Project Land so as to avail of the full FSI, as may from time to time, be available, without any further intimation to or approval of the Allottee. The Allottee hereby admit(s) and acknowledge(s) the Promoter's aforesaid right and shall not at any time raise any claim, dispute, objection or contention whatsoever in that behalf and hereby unconditionally and agrees to the same being done by the Promoter.
3.4	It is hereby agreed and confirmed by the Allottee and the Allottee hereby agrees that the Promoter shall be entitled to develop the said Project Land, by acquiring Fungible FSI, Premium FSI, TDR benefits for use with respect to the same and / or generating TDR with respect to the same. The Promoter shall be entitled to all the benefits arising out of the development of the said Project Land including but not limited to FSI, Fungible FSI, Premium FSI, TDR benefits and/ or any other benefits which may be available and/or become available at a later date, without being accountable to the said Allottee in any manner whatsoever and shall be at liberty to develop the said Project Land in any manner whatsoever. It is expressly agreed and understood between the Parties hereto that the Promoter shall be at liberty to develop the said Project Land in any manner whatsoever including but not limited to merging, amalgamating, clubbing and/or by subdividing the said Project Land as the case may be with any other property/ development scheme and/or as an integrated / phase wise development, as the case may be.
10	The Allottee shall on or before delivery of possession of the Apartment 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;

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	(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.
17.3	The Promoter shall be free to construct on the said Project Land, at such locations as it may, from time to time, decide any additional structures, like substations for electricity or office for management of the said Project Land and to build underground and overhead tanks, structures for watchman, cabin, toilet units for domestic servants/watchmen, septic tanks, soak pits, satellite cable, television antenna, receiving dish for electronic, radio, broadband communication, transformers, surveillance compass, other security and safety gadgets and such or similar other structures, the locations of which are not particularly marked or shown in the New Building plans or layout plans and lay in, through or under or over New Building and /or the said Project Land, as the case may be, or any part thereof, pipelines, underground electric and telephone cables, water lines, gas pipe lines, drainage lines, sewerage lines, rain-water harvesting arrangement, tube well and other devices etc., belonging to or meant for the New Building which is to be developed and constructed by the Promoter on the said project Land. The Allottee shall not interfere with the said rights of the Promoter or obstruct the exercise of such rights whether by raising any dispute or court proceedings, seeking injunctions or prohibitory orders of any court, tribunal, body or authority or under any provision of law or otherwise, whatsoever. The Promoter shall always be entitled and the Allottee hereby expressly authorize(s) it to sign on behalf of the Allottee any undertakings and indemnities as may be required by MCGM or any

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	other State or Central Government or Competent Authorities under any law concerning the construction of the New Building or for implementation of its scheme for development of the New Building. The MSEB / Adani may require that, a space for a sub-station be provided to them on the said Project Land and the Promoter shall be entitled to execute necessary documents in this connection. The Allottee shall not raise any objection or obstruct the putting up and construction of the electric sub-station and its allied constructions, pipes and boxes for electric meters and other structures in this connection and shall extend full co-operation and assistance as may, from time to time, be necessary in this respect, as per the rules and requirements of such electrical undertaking or similar bodies.

For M/S MAHAVIR MILLENNIUM LLP

MAHAVIR MILLENNIUM LLP

Partner

Date: 26/09/23.