

NEELYOG ENTERPRISE

UNIT No.1037 10TH Floor Hubtown Solaris, N S Padhke Marg, Andheri(E), Mumbai-400069.

13.09.2022

To,
MahaRERA,
Housefin Bhavan,
Plot No.C-21, E-Block,
Bandra Kurla Complex,
Bandra (East),
Mumbai-400051

DECLARATION

Subject: Deviation Report in Agreement for Sale

Ref.: Proposed development of the portion of the land bearing Layout Plot No. (s).10, 11, 12, 13, 14 and 15 out of old out of old Survey No.86, 90, 91 and 93, New Survey No.128, 157, 158 and 159, lying and being at Village Achole, Taluka Vasai , Dist.Palghar, admeasuring 292.77sq. Mtrs

Sir,

We We are developing the above referred land.

The following are the deviations with respect to Proforma Agreement for Sale as given in Annexure "I" under Clause (g) of Sub-section 2 of Section 4 of the MAHA RERA Act.

Page No. 9, Clause No.1.2

- 1.2 The Allottee/s is/are aware that occupants adjoining of the buildings and building to be constructed under further development on the Larger Layout (collectively referred to as "Adjoining Projects") shall be entitled to use Common Area

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and Amenities with other occupants of larger layout through a entrances as stated hereinabove. It is expressly agreed and understood by the Allottee/s that his/her/their rights (subject to payment of all amounts due and payable to the Promoter under these presents) are limited to the extent of the said Flat only and not otherwise.

Page No.10, Clause No.2.2 to 2.4

2.2 The said Flat has attached balcony/ies, aggregately admeasuring ____ square meters (“Balcony”).

2.3 The Promoter has agreed to permit the Allottee/s, the right to exclusive use of _____ vehicle parking space/s in Ground Floor of said Building without any consideration (hereinafter referred to as “the Vehicle Parking Space/s”). The said Flat, Balcony, Usable Area and Vehicle Parking Space/s are hereinafter collectively referred to as “the said Premises”

2.4.It is expressly agreed that the right of the Allottee/s under this Agreement or otherwise shall always be restricted to the said Flat only, and such right will accrue to the Allottee/s only on the Allottee/s making full payment to the Promoters of the Purchase Price and all other amounts as stated herein, strictly in accordance with this Agreement and only on the Allottee/s performing and complying with other terms, conditions, covenants, obligations, undertakings etc. hereof.

Page No.10 to 13 , Clause No.2.5, 2.5(a) to (g)

2.5 The Allottee agrees and understands that timely payment towards purchase of the said Flat as per payment plan/schedule hereto is the essence of the Agreement. The Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs. (Rupees) in the following manner ;

On Registration of Agreement

10%

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Less: Earnest money already paid

On Completion of Plinth	15%
On Completion of 1st Slab	6.25%
On Completion of 2nd Slab	6.25%
On Completion of 3rd Slab	6.25%
On Completion of 4th Slab	6.25%
On Completion of 5th Slab	6.25%
On Completion of 6th Slab	6.25%
On Completion of 7th Slab	6.25%
On Completion of 8th Slab	6.25%
On Completion of Wall (Blockwork), Internal and external plaster (proportionately as per work completed)	7.00%
On Completion of Flooring	6%
On Completion of door, Windows and sanitary fitting	7%
On Possession	<u>5%</u>
TOTAL	<u>100%</u>

2.5(a) Any deduction of an amount made by the Allottee/s on account of Tax Deducted at Source (TDS) as may be required under prevailing law while making any payment to the Promoter under this Agreement shall be acknowledged / credited by the Promoter, only upon Allottee/s submitting original tax deducted at source certificate and the amount mentioned in the certificate matching with Income Tax Department site. PROVIDED that at the time of handing over the possession of the Apartment, if any such certificate is not produced, and the amount not matching with Income Tax site then and in that event the Allottee/s shall pay equivalent amount as interest free deposit with the Promoter, which deposit shall be refunded by the Promoter on the Allottee/s producing TDS certificate within 4 months of the possession and the TDS amount matching on the Income Tax site. PROVIDED FURTHER that in case the Allottee/s fails to produce TDS

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certificate within the stipulated period of 4 months, the Promoter not receiving the credit on Income Tax site than and in that event the Promoter shall be entitled to appropriate the said Deposit against the receivable from the Allottee/s.

2.5(b). The Total Price above excludes Taxes like GST, Value Added Tax, , Cess, Swachh Bharat Tax, Krishi Kalyan Tax etc., which are levied now or which may be levied hereafter either by 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 said building on the said property until completion of said building to be constructed on the said property, handing over possession of the said Apartment to the Allottee/s herein and other Allottee/s with whom the Promoter may enter into agreement hereafter, conveying the said building being constructed on the Project land and before or after causing the lease/conveyance to be executed in respect of the Project land which all taxes shall be borne and paid by the Allottee/s alone. The total liability of GST on the consideration as per the current GST structure or in the future is the sole liability of the Allottee/s. The GST so payable shall be paid as and when demanded by the promoter.

2.5 (c) .If in the future the tax structure like GST or any other taxes by whatever nomenclature called is increased due to the concerned authority imposing additional taxes on raw materials/labour/finished goods etc. and/or increasing the rate of current taxes and/or imposition of additional taxes by whatever nomenclature which has the effect of the payment of additional taxes by the Promoter in relation to as envisaged at the time of execution of this agreement, then in that event the Promoter shall be entitled to pass on such additional taxes on to the Allottee/s at the sole discretion of the Promoter and the Allottee/s shall be liable to reimburse / pay to the Promoter within 7 days of demand without any demur.

2.5 (d) In the event any matter relating to the tax structure (imposition/rate/applicability etc.) and/or rules and regulations affecting the development of the said project (DC regulations/ labour laws etc.) is a matter of dispute between the parties to this agreement or between concerned Authority/Govt (The allottee and the Promoter may or may not be a party to such litigation) whether it be applicability or interpretation and the said subject is sub-judice, the Promoter shall be entitled to take a recourse which the Promoter thinks fit and proper. Any additional demand in taxes and/or changes in planning as may be necessitated by such course of action shall be

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binding on the Allottee/s and the Allottee/s shall not be entitled to withhold payment and/or object to change in planning on the pretext of waiting for the final judgment. It is agreed by the Allottee/s that they would not be entitled to claim any refund and / or revert to original planning on the receipt of the final judgment in that matter.

2.5 (e).It is expressly clarified that in the event of change in rules and regulations/tax structure/ government policies/ court decisions on sub-judice matters, the alternative provided by the Promoter shall be final and binding on the Allottee/s. If the Allottee/s are not agreeable to the alternative so provided, the alternative would be to terminate this agreement and the Promoter shall refund the consideration so received, after deducting any pending charges and/or additional taxes so raised within 3 months of written application made by the Allottee/s in that regard. In the event of the Promoter failing to refund the consideration so received, after deducting any pending charges and/or additional taxes then in that event the Promoter shall have to pay simple interest @ 2% above prime lending rate as declared by SBI from time to time, P.A. on the outstanding consideration till such time the full consideration is repaid. The Promoter shall be entitled to sell/transfer/dispose the said Apartment to any prospective Allottee/s on the receipt of the letter asking for termination of this agreement. The Allottee/s herein agree and undertake to execute such documents and appear at the office of the sub registrar to give effect to the said cancellation at their own costs charges and expenses.

2.5(f).The Promoter shall be entitled to levy and collect escalations/increases, due to increase 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) from time to time. While raising a demand on the Allottee/s for increase in development charges, cost, or levies etc. imposed by the Competent Authorities etc., the Promoter shall enclose the relevant notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s. Such escalations/ increases shall be payable as per and in terms of the notification etc.

2.5(g) The Developer associations are making various representations to the GST committee, Finance Department to bring back the option of ITC for the Developers and the real estate Industry. If in the future due to revised

notifications by GST department, interim court orders, if the option of choosing the GST structure i.e. composite scheme as operational today without ITC or regular GST with ITC is made available to the Developers, the Developer has an absolute right to chose the scheme which it so prefers including switching between schemes, without any recourse to the Allottees and the Allottees hereby consent to such option being exercised by the Developers and do hereby authorize the Developers to choose either of the aforesaid options. The Allottees in either case will bear the G.S.T. as per the Scheme adopted by the Developers without demur.

Page No.16 , Clause No.9

The Allottee/s agrees that, in the event there is an uncertainty about the availability of fixtures, fittings or amenities or the material required to be provided either in terms of quantity and / or quality and / or delivery and / or for any other reason whatsoever beyond the control of the Promoter, than and in that event the Promoter shall be entitled to change the fixtures, fittings and amenities to be provided in the said Flat with similar specifications and / or quality as may be available and required during the stage / time of the constructions in order to enable Promoter to offer on time the possession of the said Flat to the Allottee/s as agreed under this Agreement. The fixtures, fittings and amenities are being provided by the Promoter in the said Flat are free of cost and the Allottee/s agree not to claim any reduction or concession in the Purchase Price and / or in the amounts payable under this Agreement on account of any change or substitution in the fixtures, fittings or amenities provided by the Promoter.

Page No.21 &22 , Clause No.17

Provided however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Flat of phase / wing and in specific the structure of the said unit/ wing/phase of the said building which shall include but not limit to columns, beams etc. or in the fittings therein, in particular it is hereby agreed that the Allottee/s shall not make any alterations in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter the

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defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of wilful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use of Flat by the Occupants, vagaries of nature etc. That it shall be the responsibility of the allottee to maintain his unit in a proper manner and take all due care needed including but not limiting to the joints in the tiles in his flat are regularly filled with white cement/epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said unit/building/phase/ wing, and if the annual maintenance contracts are not done/renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/ manufacturers that all equipment's, fixtures and fittings shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the flats and the common project amenities wherever applicable. That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the unit/ building/ phase/ wing includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20°C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the unit/phase/ wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

Page No.22, 23 , Clause No.18.1, 18.4, 19.1

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18.1.The society of the original owners is the owner of the said land and the occupants of the building no 1 & 2 which are already existing on site are already members of the said society for the Original Owners. Under the circumstances it is clarified that the allottees herein will become members of the society of the Original owners.

18.4.The Project land is part of the said land which is owned by the society of the original owners and after construction of the said Neelyog Awaas, the said structure and the building would be handed over/transferred to the said society of the Original Owners which will also include the allottees of the said building who would be enrolled as members therein.

19.1.The Project land including the said land already belongs to the society of the Original Owners and the Allottee herein along with other allottees of the said Neelyog Awaas would be enrolled as members in the said society of the Original Owners.

Page No.29, Clause No.25(k)

The Allottee/s herein will become member/s of the society of the Original owners Society .

You are requested to register our project under Real Estate (Regulation & Development) Act, 2016 and issue registration Certificate.

Yours faithfully,

For Neelyog Enterprise

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