

MILAN-MILAP CO-OP HOUSING SOCIETY LTD.

Registration Number: BMS/ HSG / 5733of 23-1-1979
12, Milan, 169, Garodia Nagar, Ghatkopar (East), Mumbai 400 077.

DEVIATION REPORT OF ALLOTMENT LETTER

This is to state that there is not much deviation in allotment letter from the model allotment draft for Registration under MahaRera, Act 2016 except the following points as mentioned below:

Points not in Draft Model Allotment Letter but we have added in our allotment letter:

1. In addition to the Sale Consideration of Rs. _____/- (Rupees In words), you shall pay to us the following amounts on or before possession of the said Premises (Additional Amounts). (Point No. 10 in our Allotment letter)

Particulars	Amount (In INR)
Corpus Fund Subscription	
Advance Maintenance Charges	
Share Application Money Subscription	
Water, Electricity, Drainage, Sewerage Connection	
Mahanagar Gas Limited Connection Charges (MGL)	
Legal Service Charges	
Documentation Charges -	
Total Payable	

2. The payment towards the Additional Amounts shall be made on or before the date intimated to you for possession of the said Premises. It is hereby clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and that you agree to pay such other charges and any increase in Additional Amounts, including applicable taxes as may be communicated to you. (Point No. 11 in our Allotment letter)
3. We shall have full right and absolute authority and shall be entitled, at anytime hereafter, to change, alter and amend the master plan, layout plans, designs, elevation etc. of the Project and you shall not have any objections in this regard. Provided however that we shall not change, alter and amend the building plans in which you have been allotted the said Flat without prior intimation/consent as may be required from you. (Point No 13 in our Allotment letter)
4. We have agreed to reserve the said Premises for allotment of the same to you on the basis of your following representations and warranties:
 - i. You have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;

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- ii. No receiver and/or liquidator and/or official assignee or any person is appointed in your case or for all or any of your assets and/or properties;
 - iii. None of your assets/properties are attached and/or notice of attachment as been received under any rule, law, regulation, statute etc.;
 - iv. You have not received any notice from any Government in India (either Central, State or Local) and/or from abroad for your involvement in any money laundering or any illegal activity and/or declaring you to be a proclaimed offender and/or no warrant is/has been issued against you;
 - v. No execution or other similar process is issued and/or levied against you and/or against any of your assets and properties;
 - vi. You are competent to enter into a contract;
 - vii. You have not compounded payment with your creditors;
 - viii. You are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence for a period of not less than six months;
 - ix. You shall not transfer the said Premises until you have paid the full consideration of the said Premises to us;
 - x. You shall not transfer the said Premises in favour of any third party till the time the possession of the said Premises is offered to you. (Point No. 19 in our Allotment letter)
5. We consider the accuracy of the representations and warranties to be an important and integral part of this transaction and the said Premises have been reserved for allotment to you in reliance of the same. (Point No. 20 in our Allotment letter)
6. This allotment letter is subject to the Agreement for Sale which shall be executed between us. In the event of any contradiction between this Allotment Letter and the proposed Agreement for Sale, the provisions of the Agreement for Sale shall prevail. You agree that the terms and conditions under the Agreement shall supersede this allotment letter. (Point No. 24 in our Allotment letter)
7. 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 presented, 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. (Point No. 25 in our Allotment letter)

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8. If any dispute or difference arises between us at any time relating to the construction or interpretation of this letter or any term or provision hereof or the respective rights, duties or liabilities of either of us hereunder, then the aggrieved party shall notify the other party in writing thereof, and both of us shall endeavor to resolve the same by mutual discussions. In case of failure to settle the dispute amicably, the Parties shall refer the dispute to the Authority in accordance with the provisions of the RERA Act, 2016. (Point No. 26 in our Allotment letter)

For Milan-Milap Co-op. Housing Society Ltd.

 **Hon. Secretary**  **Treasurer** **Chairman**



Date: 10/10/2022