## STRUCTURE CREATORS

Regd. Office: 106, Esquare, Eastern Express Highway, Sion (East), Mumbai – 400 022.

## **DEVIATION REPORT FOR ALLOTMENT LETTER**

**Project Name** 

: Viyaara Altiora

**Promoter** 

: M/s Structure Creators

We, M/s Structure Creators hereby declare that save and except the deviations highlighted in yellow in the attached draft of the Allotment Letter and listed out hereinbelow, the draft Model Allotment Letter submitted by us is in accordance with the prescribed format of MahaRERA:

SR No.	Heading of the Clauses  Application	Clauses as per Allotment Letter for project Clause No. 1	Deviation		
			1.1 This application constitutes an offer by the Applicant to acquire a Unit in the Building/Project as mentioned in this Application Form, on the terms and conditions contained herein. The application does not confer or constitute any right in favour of the Applicant of allotment and / or agreement for acquisition of the Unit. This application and the terms hereof shall supersede all prior discussions/ correspondences/ letters/ emails (written or otherwise) between the Applicant and the Promoter.		
			1.2 In the event the application for allotment is made through the internet/online, the Applicant shall mandatorily submit to the Promoter a printed copy of the Application Form duly signed on all pages along with a copy of the PAN card and residence proof and NRI/PIO/OCI documents (for overseas clients) at the sales office of the Promoter at [] within 7 (seven) days from the date of the online booking. The Applicant undertakes to send the airway number of the courier via email to the Promoter within 72 (seventy two) hours from the date of booking. The Applicant agrees that the booking of the Applicant shall be liable to be cancelled in the event the Applicant fails to submit hard copy of the duly signed Application Form along with supporting documents within the aforesaid stipulated time.		
			1.3 The Applicant confirms that the Applicant has chosen to apply for allotment of the Unit after exploring the other options of properties of similar nature available with other developers in the vast and competitive market in the vicinity and after ascertaining the details of the Unit and the Project, has voluntarily approached the Promoter for allotment of the Unit.		



			1.4 The Applicant undertakes with respect to this Application Form and all the obligations set out therein that: (i) it is a person competent to enter into contract under the Indian Contract Act, 1872 shall be eligible to execute and be bound by the terms and conditions set out in this Application Form; (ii) the obligations expressed to be assumed by it under this Application Form are legal, valid and binding obligations enforceable in accordance with its terms and they have taken the necessary actions to make it legal, valid, binding and enforceable against it; and (iii) it is and shall be in compliance with applicable law, with respect to all its obligations as set out in this Application Form.  1.5 The Applicant agrees and acknowledges that on execution of this Application Form it has consented to the data provided in this Application Form and any data that has been provided prior to in connection with or pursuant to this Application Form being used by the Promoter and its Affiliates for the purpose of: (i) performing obligations under this Application Form or the agreement to sell that may be entered into by the Applicant in respect of the Unit ("Agreement to Sell"); (ii) verifying your identity; (iii) responding to, handling, and processing queries, requests, applications, complaints, and feedback from the Applicant; (iv) managing your relationship with us; (v) processing payment or credit transactions; (vi) sending your marketing information about our goods or services including notifying you of our marketing events, initiatives and promotions, lucky draws, membership and rewards schemes and other promotions; (vii) complying with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority; (viii) any other purposes for which you have provided the information; (ix) transmitting to any unaffiliated third parties including our third party service providers and agents, and relevant gover
2.	Booking Amounts	Clause No 2	<ul> <li>2.1 Along with this Application Form, the Applicant shall pay to the Promoter the Booking Amount I as set out in the Schedule of Payments set out at Annexure A ("Schedule of Payments"). The Applicant hereby agrees and undertakes to make the payments in accordance with the Schedule of Payments, time being of essence.</li> <li>2.2 The term 'Booking Amount' / 'Booking Amounts' refer to the instalments to be paid by the Applicant prior to registration of the Agreement to Sell, as set out in the Schedule of Payments.</li> </ul>
3.	Acceptance / Rejection of Application:	Clause No 4	<ul> <li>4.1 The Promoter reserves the right to accept or reject this Application Form, at its sole discretion and without assigning any reason for the same.</li> <li>4.2 Upon full and due realization of the Booking Amount(s) and fulfilment of necessary formalities by the Applicant, the Promoter will consider the application and communicate in writing to the Applicant, the acceptance or rejection thereof, within 30 (thirty) days from the date of receipt of Booking Amount I.</li> </ul>



- 4.3 If no communication is received from the Promoter within 30 (thirty) days from the date of receipt of Booking Amount I (subject to timely payment of the Booking Amounts in accordance with the Schedule of Payments), the Application Form shall be deemed to be accepted and the Unit shall be deemed to be allotted to the Applicant on the terms and conditions as stated in this Application Form. In such case, the Applicant shall be bound by the terms of the Application Form (including the obligation to make payments in accordance with the Schedule of Payments).
- 4.4 In the event, the Promoter rejects the Application Form for any reason other than non-receipt of the Booking Amounts / other instalments as per the Schedule of Payments and/ or for any other reason not directly attributable to the Applicant, the Promoter shall inform the Applicant of the same in writing within the period of 30 (thirty) days from the receipt of Booking Amount I. In such case, the amounts paid by the Applicant to the Promoter upto the date of the rejection letter shall be refunded to the Applicant in full without any interest within a period of 30 days from the date of the rejection letter.
- 4.5 In the event that the Promoter rejects the application on account of non-receipt of Booking Amounts or any part thereof or the Applicant not abiding by terms and conditions contained in the Application Form (including these terms and conditions), then this Application Form shall, without any further notice, be liable to be rejected and all amounts paid towards Booking Amount I and II (or 10 per cent of the Consideration Value and all other amount payable under this Application Form), or part thereof, shall stand forfeited.
- 4.6 The Applicant agrees that the amounts forfeited at Clause 3.5 above represent is a genuine/pre-estimate of the loss or damage that is likely to be suffered by the Promoter on account of default by the Applicant in making payments in accordance with the provisions of this Application form and the Agreement to Sell. The forfeited amount is arrived at having regard to the cost of construction, the cost of funds raised by the Promoter, the ability or inability of the Promoter to resell the Unit, including losses due to brokerage/marketing spend, delay in receiving money towards the Unit and the possibility of loss of value of the Unit on resale, among others. The Applicant waives his / her right to raise any objection to the forfeiture by the Promoter of the forfeited amount in the manner and under the circumstances set out herein.
- 4.7 In the event that the applicant decides to cancel the booking, following terms shall apply:



			Sr. No.	Timelines for Cancellation request	Amounts to be refunded
			SI. NO.	being received by Promoter from	Amounts to be returned
				Applicant in writing.	
			1.	Amounts to be refunded	Entire amount paid by
			1.	Amounts to be refunded	Applicant will be
					refunded
			2.	After 15 days from issuance of the	Entire amount paid by
			2.	Application Form and prior to signing	Applicant will be
				of Agreement for Sale.	refunded through credit
				or Agreement for Saic.	voucher*
			3.	On/After signing of Agreement for	Cancellation is not
1			J.,	Sale by Applicant.	permitted (except for
				Sale by Applicant.	reasons as stated in the
					Agreement for Sale);
					Refund, if any, shall be as
		c.			per the terms of the
					Agreement.
4.	NRI/Non	Clause No 6	The Applicant	agrees that in case the Applicant is a non-resid	
	Resident/ Foreign National of Indian Origin/Foreign Companies		origin/ or any other such person or entity permitted to purchase then in that ever Applicant shall be solely responsible for complying with the necessary formalit laid down in the Foreign Exchange Management Act, 1999 ("FEMA"), Reserve of India Act, 1934 ("RBI") and/or rules/guidelines made/issued thereunder and/other applicable laws including that of remittance of payments, acquisition/sale, tra of immoveable properties in India, that may be amended and updated from time to In case any permission required to be obtained by the Applicant under applicable refused or subsequently found lacking by any statutory authority, the same constitute breach of the terms hereof. The Applicant understands and agrees that event of any failure on his/her part to comply with the applicable guidelines issue the RBI, he shall be liable for any action under the FEMA as amended from time to The Promoter shall not be held responsible/liable in this regard. The Applicant shall the Promoter fully indemnified and harmless in this regard. Whenever there is		
5.	Plans and Specifications	Clause No 7	7.1. The	ge in the residential status of the Applicant lication Form, it shall be the sole responsibility riting to the Promoter immediately and comper the applicable laws.  Promoter shall, subject to the terms have coordance with the approvals and/or pupproved by the concerned local authors.	of the Applicant to intimate the same ply with necessary formalities if any hereof, construct the Building plans and amendments thereto, rity. The unit shall be handed
			infr	r along with Occupation certificate an astructure like water, sanitation and el ed in clause 10.1 hereinbelow.	
	*		the app abo	e Applicant is aware that while the Pro approvals, certain other approvals (or rovals) may be received from time to ve position, the Applicant has applied de by the terms hereof without any obj right to raise any objection, in that reg	amendments to current time. Having regard to the for the Unit and agrees to ection or demur and waives
				hout prejudice to the aforesaid, the Ap Promoter may make amendments to the	(Z)



Project, the Building or the Unit as required for the execution of the Project or as may be directed by the competent authorities. This may include any change wherein the Promoter, if permitted by the relevant authorities, transferring the construction permissible on the property on which the Project is being developed ("Property") to any other property or transferring to the Property the construction permissible on any other property at any time prior to conveyance of the Property to the Federation / Ultimate Organisation, as the case may be. The Applicant gives his consent for such changes provided such changes shall not result in change in location of the Unit (with respect to its direction on a given floor), lowering of the Unit (with respect to its height above ground) or reduction in the Carpet Area more than 3 per cent of the Carpet Area. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Applicant.

- 7.4. The Applicant is aware and agrees that the Promoter shall allow various balcony / verandah/ garden / open terraces (including the one located at the top of the Building) to be used, partly or wholly, by one (or more) unit Applicant(s) in the Building and such unit Applicant(s) shall have exclusive right to use the said areas as per the terms of the arrangement between the Promoter and the said unit Applicant(s). The Applicant agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. In terms of the above, the Promoter shall be at absolute liberty to allot/assign the said right to such person/s in the manner as the Promoter may deem fit and proper.
- 7.5. The Applicant is aware and acknowledges that the Carpet Area shall mean and include the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/verandah/open terrace area or any exclusive open terrace area ("EBVT Area"). Further, the Applicant hereby agrees and acknowledges that the EBVT Area shall mean and include the floor area of the balcony (enclosed or open) and/or veranda and/or terrace and/or deck and/or elevation treatment and/or any other areas meant for the exclusive use of the Applicant, other than the Carpet Area.
- 7.6. The Applicant accepts and acknowledges that the Carpet Area and the EBVT Area is calculated, prior to application of any finishes / finishing material and is subject to tolerance of (+/-) 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of the Carpet Area and, or, EBVT Area as the case may be the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the person which raises the



	_		T	diameter in maleties to the management of Count Association EDVT
				dispute in relation to the measurement of Carpet Area and, or, EBVT Area as the case may be.
			7.7.	Further, the Applicant hereby agrees and acknowledges that they are aware that some or all of the EBVT Area is excluded/not counted in FSI. The Applicant has studied and understood the plans approved by the concerned authorities and agrees to raise no claim in relation to the manner of approval of the EBVT Areas.
6.	Schedule of Payments	Clause No. 8	8.1.	The Applicant shall make payments in accordance with and within the period set out in the Schedule of Payments stated in this Application Form, time being of the essence.
			8.2.	The Applicant shall, in relation of the Unit, make all payments to the Promoter from his/her own bank account only and not from and through the bank accounts of any third parties. The Applicant alone shall be responsible and liable in relation to the payments made by any third parties. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit shall be issued in favour of the Applicant only.
			8.3.	The Applicant undertakes that, any payments made by (i) the Applicant; and, or, (ii) a third party for and on behalf of the Applicant shall be in accordance with applicable law and inter alia the Prevention of Money Laundering Act, 2002 and the Benami Transactions (Prohibition) Amendment Act, 1998, or any statutory amendment(s), modification(s), notifications, guidelines made thereof any other law or regulation administered or any similar law enacted in the any relevant jurisdiction on and after the date of this Application Form.
			8.4.	The Parties agree that all over-due payments shall attract interest which shall be at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2% (two per cent), calculated with monthly rests ("Interest"), from the dates they fall due till realization. It is clarified that payment of Interest will be without prejudice to the other rights and/or remedies available to the Promoter including the right to cancel/terminate the allotment and/or claim losses/damages incurred or suffered in that regard. The Parties confirm that, in addition to the Interest, in case of every instance of delayed payment, either Party shall be entitled to recover from the other Party, responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2 % (two per cent) of the amount of the delayed payment per instance (subject to minimum of INR 20,000/- (Rupees Twenty Thousand Only) per instance of delayed payment in 2021 and shall be revised on 1st April of each year as per rate of RBI's consumer price index).



- 8.5. In case of the dishonour of any cheque, the cheque bouncing charges equivalent to 2.5% (two point five per cent) of the value of the cheque in question will be payable by the Party which issued the cheque in question. The relevant Party must also ensure payment of the amount of the cheque in question and the cheque bouncing charges within 30 (thirty) days from the date of the dishonour of the cheque failing which, the cheque bouncing charges shall increase to 5% (five per cent) of the amount of the cheque issued.
- 8.6. The Consideration Value shall remain fixed as stated in this Application Form, save and except for proportionate share (in ratio of Carpet Area) of any increase in costs / charges levied by any statutory/ regulatory authority, after date of start of construction of the Building and on account of any increase in the cost of construction of the Building due to depreciation of the rupee by more than 5% (five per cent) beyond the prevailing exchange rate with the US Dollar (\$) as on the date of start of construction of the Building. Such proportionate increase will be certified by any one of the Big 6 accountancy firms (EY, KPMG, PWC, Deloitte, BDO, Grant Thornton in 2021 and as may vary over time) and the Applicant shall pay such proportionate share, as demanded.
- 8.7. It is clarified that the Consideration Value payable by the Applicant is exclusive of all goods and services tax, service tax, value added tax, sales tax, stamp duty, registration charges, customs and import duties, levy, impost, octroi, property tax, land under construction tax and, or, duty of any nature ("Taxes"), Maintenance Related Amounts and Reimbursements (collectively "Charges") which shall be payable by the Applicant in respect of and/or in connection with the allotment of the Unit. The Applicant agrees to pay without demur and objection, the said Charges as and when demanded by the Promoter, time being of the essence. A list of the said Charges payable by the Applicant is set out in at Annexure [•] of this Application Form.
- 8.8. Various Maintenance Related Amounts and Reimbursements including but not limited to common area maintenance ("CAM") charges, land under construction tax, electricity deposit reimbursement and property tax are provisional and based on estimates at the time of sales launch of the development. The CAM charges are subject to inflation, increases, etc. as per market factors (currently estimated @ 7.5 to 10 per cent per annum). Further, these charges are subject to the revision every 12 months after the Date of Offer of Possession by 7.5 to 10 per cent per annum.
- 8.9. The Applicant hereto agrees and acknowledges that subject to the terms and conditions as may be formulated by the Promoter from time



					mbership shall be as under:
				Area	No. of club members
				1BHK	
				2 BHK	
				3 BHK	
				4 BHK or larger	
			8.10.	Applicant to the Promanner below: First of dishonour of any Secondly, towards of Thirdly, towards of Agreement and recommon and any spayable unlimited to, Reimburn Indirect Taxes there administrative or leading to be taken by the Pincluding Considerary respect of the Unit of limited to, Reimburn Amounts and all Indunder any circumst express intimation of	ances and except in the manner as aforesaid, no or communication by the Applicant with regards to cation of the payment made hereunder shall be
			8.11.	endeavour to make through RTGS/NEF Cheque/Pay Order/I the same is delivere working days before or before the releva	moter's 'Go Green' initiative, the Applicant shall payment of the amounts in respect of the Unit T. However, if the Applicant makes payments by Demand Draft, then the Applicant shall ensure that to to Promoter's Head Office at least 3 (three) e and the amounts are realized by the Promoter on the due date of payment, in order to avoid levy of y in realization of the proceeds thereof.
7.	Possession	Clause No. 11	11.1.	Applicant is not in later/Agreement to available the possessmentioned herein.	pplicant is allotted the Unit and provided that the breach of any of the terms of the Allotment o Sell, the Promoter shall endeavor to make sion of the Unit on the Date of offer of Possession The Promoter shall, without being liable to the ed to a grace period of 18 (eighteen) months beyon



			the Date of Offer of Possession and any extension as may be applicable on account of provisions of Clause 8.2 hereof.		
8.	Safeguard of exclusivity:	Clause No 12	Keeping in mind and to safeguard the exclusivity of the said Project, the Applicant shall not let, sub-let, transfer, assign or part with Applicant's interest or benefit under the Application Form/Allotment Letter or part with the possession of or interest in the Unit till the Unit is handed over to the Applicant. Any transfer of the Unit after such time shall be subject to the prior written consent of the Promoter and the terms and conditions, in that regard. Any such application for transfer shall only be considered if		
	-		(i) the Applicant has paid to the Promoter all amounts (including Consideration Value, Maintenance Related Amounts, Reimbursements, and taxes thereof) payable in respect of the Unit; (ii) the Applicant is not in breach of any of the terms and conditions of the Allotment Letter/Agreement to Sell; and (iii) valid no objection letter is obtained from the ultimate organisation and federation separately (in the absence of the ultimate organisation/federation, from the Promoter).		
9.	Set Off/Adjustment	Clause No. 13	The Applicant hereby agrees to the Promoter his to recover / set off / adjust the amounts payable by the Applicant to the Promoter including the Consideration Value, Maintenance Related Amounts, Reimbursements, Interest and/or Liquidated Damages against any other amounts payable by the Applicant to the Promoter or by the Promoter to the Applicant pursuant to the Application Form/ Agreement to Sell and in relation to the Unit. The Applicant agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Applicant, in that regard, shall be deemed to have been waived.		
10.	Disbursal from Banks/ Financial Institution	Clause No. 14	In the event the Applicant obtains a loan from any bank or financial institution for payment of the Consideration Value (or part thereof) in respect of the Unit, the Applicant shall solely be responsible and liable to ensure that the payment of the Consideration Value and all other amounts payable under this Application Form, including, but not limited to, Reimbursements, Maintenance Related Amounts and all Indirect Taxes thereto, as and when due, is made by the Bank without any objection or demur. Any delay or default by such bank or financial institution for any reason whatsoever in disbursal of such amounts, as and when due, shall constitute a breach of the terms of allotment/ Agreement to Sell.		
11.	Securitization And Charge On Property	Clause No 15	15.1. The Applicant hereby agrees and acknowledges that the Promoter shall, at all times, have the absolute, unconditional and unfettered right to sell, assign, transfer, securitize, dispose-off, utilise or deal with the Consideration Value and all other amounts payable under this Application Form, including, but not limited to, Reimbursements, Maintenance Related Amounts or any part/ portion thereof (whether or not the Promoter is in full receipt of the same as of a particular date), in the manner that the Promoter may, in its sole and absolute discretion, deem fit. The Applicant hereby further agrees and acknowledges that		



			the Promoter may, from time to time, raise finance through any instrument, modes, avenues, options or markets available to the Promoter, whether in India or worldwide, as permissible under applicable Laws, which may include but not be limited to, procuring such financing from; any private or public institution; issuance of a security, bond, or any instrument, of any nature whatsoever, debt or equity, including redeemable or convertible (fully or partially or optionally) or non-convertible, in the primary / secondary market (whether through private placement or by way of a public offer); from any financial institutions, banks, funds and, or, any other vehicle, instrumentality, entity, body corporate or person, onshore or offshore, as the case may be. Accordingly, the Applicant hereby grants his irrevocable consent to the Promoter to sell, assign, transfer, securitize, dispose-off, utilise or deal with, in a manner suitable to the Promoter (without requiring specific consent from the Applicant), the Consideration Value and all other amounts payable under this Application Form, including, but not limited to, Reimbursements, Maintenance Related Amounts and/or part thereof and any amounts received/ receivable by the Promoter hereunder including without limitation, the right to directly receive from the Applicant such amounts pertaining to the Consideration Value and all other amounts payable under this Application Form, including, but not limited to, Reimbursements, Maintenance Related Amounts and, or, part thereof and, or, any amounts payable by the Applicant herein.  15.2. It is further agreed that any such securitization shall not lead to an increase in the Consideration Value and all other amounts payable under this Application Form, including, but not limited to, Reimbursements, Maintenance Related Amounts paid by the Applicant for the Plot and any payment made by the Applicant to the Promoter and, or, any bank or financial institution / bond holders / investors/ funds / vehicle / instrumentality / entity / cor
12.	Declaration of free will	Clause No. 18	The Applicant hereby expressly admits, acknowledges and confirms 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 the Promoter and/or its agents to the Applicant and/or the Applicant's agents, other than such terms, conditions and provisions as are contained or incorporated in this Application Form either expressly, impliedly or by law, shall be deemed to form part of this Application Form or to have induced the Applicant to make this application vide this Application Form. The Applicant further declares that he has executed this Application Form after reading and understanding and being explained the contents of this Application Form and undertakes not to raise any objection and



			waives his right to raise such objection in that regard. Further, the Applicant confirms and undertakes not to seek any amendment, modification and/or change in the terms and conditions of the Application Form/Allotment Letter/Agreement to Sell and hereby waives his rights in that regard.
13.	Right to contact	Clause No. 19	19.1. The Applicant is aware that in connection with/relation to the project(s) of the Promoter and/or its Group and/or the Unit, the Promoter and/ or its representatives shall, from time to time be communicating with the Applicant. Further, the Applicant is aware that the Promoter shall be providing the Applicant, on acceptance of the Application, with an email id for the purpose of communication (including the demand letters for the payments) in connection with/in relation to the Unit/Project. The Applicant hereby agrees to such communication (written, email, voice, SMS or otherwise) by the Promoter and/or its representatives with the Applicant and undertakes to access such email id regularly.
			19.2. The Applicant confirms that the communication sent by the Promoter through email shall constitute a valid mode of communication and the Applicant waives his right to raise any objection whatsoever in that regard. The Applicant further confirms and acknowledges that the communication sent by the Promoter through email/ electronically generated would not require and shall not bear any signature thereon.
			19.3. The Applicant shall be bound to notify promptly to the Promoter any change in the preferred address for all correspondence and/or in the Applicant's e-mail address and in absence of any such notification by the Applicant, all communication (including the demand letters for the payments) shall be deemed to have been duly served, if sent to the Applicant, on the address /email address mentioned in this Application Form
14.	Special Conditions	Clause No 20	The Applicant agrees there may be special conditions in the Agreement to Sell.

Date: 17.02.2025

Place: Mumbai

FOR M/S. Structure Creators

For STRUCTURE CREATORS

Partner

(Designated Partner)