



ELITE WORLD™

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Date-25/11/2023

Declaration-Deviation Report with Respect to Allotment Letter

Name of the Promotor/Organization: -Nathdwara Developers Pvt Ltd

Name of Project: - Elite Vivanta, Plot No-38C, Sector-15, Kharghar, Taluka - Panvel, District -Raigad-410210.

The Following Clause has been added/Modified in Draft allotment letter provided in the order no.35/2022 dated 12st august 2022 of Maharashtra Real Estate Regulatory Authority. The Clause Are Numbered as mentioned in the Allotment letter:

Page No	Clause No	Subject Matter of Change
1	1(a)	By an Allotment letter dated 10-10-2018 bearing ref. no.1960/1000082/221, the CIDCO Ltd. has allotted to us a plot being Plot No. 38C, Sector - 15, in Village/ Site Kharghar, admeasuring 2050.70 Square meters (hereinafter referred to as "the said Plot") for Residential and Commercial purposes under Scheme "MM-1/03/KHR-KLM" (hereinafter referred to as the said Scheme) for the lease premium and on the terms and conditions and as contained in the said Allotment Letter.
1	1(b)	By an Agreement to Lease dated 11-07-2019 executed by the CIDCO Ltd. and ourselves, the CIDCO Ltd. agreed to grant to us on leasehold basis the said Plot Being Plot No. 38C, Sector - 15, in Village/ Site Kharghar, admeasuring 2050.70 Square meters, to construct and develop building or buildings for residential and commercial purposes under Scheme "MM-1/03/KHR-KLM" for such lease premium and subject to the terms and condition and covenants as contained and stated in the said Agreement. The said Agreement to Lease is registered with the Sub-Registrar of Assurances under Serial No. Nathdwara Developers (P) Ltd. Corporate Office: A - 309, Arenja Corner, Sector 17, Mumbai 400703 C: +91 22 2788 9801 F: +91 22 2788 9800 E: info@eliteworld.in W: www.eliteworld.in

		said Agreement to Lease is registered with the Sub-Registrar of Assurances under Serial No. 8821/2019 dated 11-07-2019.
1	1(c)	as per the Unified Development Control and Promotion Regulation (UDCPR 2020), an additional FSI is available over & above the base FSI available on the said Plot and the computation of total FSI permissible for construction on the said Plot is done as per the provisions of UDCPR. Accordingly, we have applied to CIDCO Ltd. for the grant of the additional FSI as per UDCPR, 2020 and have paid additional lease premium payable for obtaining the additional FSI.
2	2(b)	The said total consideration is mutually agreed and subject to such increases which are due to increase on account of development charges or any other charges, deposits, fees, etc. payable to the competent authority and/or any other increase in taxes, charges and cess which may be levied or imposed by the competent authority from time to time
2	2(c)	We have informed you and you are aware that the carpet area of the said Flat/Shop mentioned herein is on the basis of unfinished internal wall surface, area under RCC column and shear wall and other such structural members of the premises. Therefore, we have informed you and you are aware that there is likelihood that there can be some discrepancy in the carpet area mentioned in this letter and the carpet area of the said Flat/Shop. We shall confirm the final carpet area that has been reserved for you after the construction of the Building/s/ Project is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area within the defined limit, the total price payable for the carpet area shall be recalculated upon receiving the net carpet area statement for the said Flat/Shop from the Project Architect. The Certificate issued by the Architect certifying the above area shall be final and binding on both of us.



		You hereby agree, declare, confirm and undertake not to raise any objection, claim, dispute regarding such discrepancy in respect of the said carpet area.
2	2(d)	Further, we have further represented to you that as per the sanctioned building plans, CIDCO Ltd. has sanctioned certain <i>additional areas as permitted under UDCPR. The aforesaid additional areas are fused to the said Flat/Shop.</i> The Certificate to be issued by the Architect certifying the said carpet area and the said additional area sanctioned by CIDCO Ltd. as mentioned herein above shall be final and binding on you as well as us.
2 to 3	3(a) to (d)	Upon the Promoters completing the said Project and obtaining Occupancy Certificate from CIDCO Ltd., the Promoters shall <i>prepare a plan for reservation of Car park to the Purchasers of various premises and simultaneously on the Purchaser/s obtaining the possession of the said Premises at the request of the Purchaser/s, the Promoters shall reserve ____ Car Parking space for the Purchaser/s without charging any monetary consideration for such reservation in the said Project, subject to the Purchaser/s complying with the requisite terms and conditions in this regard.</i> The Promoters have also proposed to provide stack parking in the said Project (as per the requirement of CIDCO Ltd.), for the ease of parking the Promoters shall, in their sole and absolute discretion, decide the modus of allotment of such stack car parking and the terms and conditions on which such stack parking shall be allotted to the Purchasers. All decisions, allotments/ reservations for all the Car parking in the said Project, done by the Promoters, shall be final and binding on all the Purchasers and the Society/s that shall be formed. (b) The Purchaser/s shall not be allowed to allot/transfer/let-out/Exchange said parking to any outsider/visitor i.e., other than the Purchaser of said Premises. (c) The Purchaser/s shall keep the said parking space as shown in the sanctioned plan of said Project and shall not enclose or cover it



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		in any manner. (d) The said car parking space shall be used only for the purpose of parking vehicle and not for any other purpose.
3	4(I)	4 (I) The Purchaser/s hereby agree/s that he/ they does/ do not require/ is/ are not interested in reserving any Car Parking Space and accordingly, the Purchaser/s has/ have requested the Promoters not to reserve / allot/ earmark any car Parking space for the said Premises. The Purchaser/s also agree/s, declares, confirms and undertakes not to raise any request / claim in future for the allotment of Car Parking Space to the Promoters and the Purchaser/s shall not challenge or dispute the allotment of Car Parking Space made by the Promoters to other Purchaser/s, in any manner whatsoever and all such allotments done by the Promoters shall be final, irrevocable and binding on the Purchaser/s and his legal heirs and representatives. The Purchaser/s hereby agree/s that the decision made by the Purchaser/s for not seeking any Car Parking space is final, irrevocable and binding on the Purchaser/s and his/ her/their legal heirs and representatives and his/her/their subsequent buyers / assigns
4	5(i) to (iii)	We, through their Architects, "SOYUZ TALIB ARCHITECTS" having its registered Office at 1405/1406, 14th Floor, Kesar Solitaire, Plot no.5, Sector-19, Sanpada, Navi Mumbai – 400 705, have prepared and submitted to the CIDCO Ltd. and other authorities the building plans, specifications and designs for the said Plot by proposing to construct Commercial Building on the said Plot and obtained from the CIDCO Ltd. an Amended Commencement Certificate dated 06-06-2023, having reference no. CIDCO/BP-17102/TPO (NM & K)/2019/10852 to construct a Residential cum Commercial Building comprising of Ground + 24 upper Floors (hereinafter referred to as the said Layout). We have also appointed "ASSOCIATED STRUCTURAL ENGINEERS LLP", as RCC Consultants and have entered into

		standard Agreement for carrying out the construction of the said Building/s. We have registered the said Project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at Mumbai on _____ under registration no. _____.
4	4(iv)	and we have planned to utilize
4	4(v)	We, however, reserves our right to utilize the said balance/ any additional FSI that may be permissible on the said Plot by constructing additional premises in the said Building by submitting the revised Building Plans to CIDCO LTD/ concerned Authority and further obtaining the Amended Commencement Certificate for utilizing the said balance/ additional Permissible FSI on the said Plot in accordance with the sanctioned revised building plans.
4	4(vi)	The said Plot is earmarked for the purpose of building a Residential cum Commercial Project/Building consisting of Ground + 24 upper Floors, whereby (i) Ground Floor shall be reserved for Shops, (ii) First Floor to Third Floor shall be reserved for Podium Parking, (iii) Fourth Floor shall be reserved for Amenities and (iv) Fifth Floor onwards shall be reserved for Residential Flats. The Project shall be known as "ELITE VIVANTA" (hereinafter referred to as the said Building/ Project).
5	10(i)	along with the deductions towards the brokerage amount/ legal charges and all other expenses that we may have incurred in respect of the said Premises and refund the balance amount (if any) to you as per the provisions of law.
5	10(ii)	In case of such termination, we shall be entitled to resell the said Flat to such third person/party, as we may deem fit, necessary and

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		proper and recover and appropriate to themselves the entire sales consideration and other amounts that shall be received from such resale.
6	13(ii)	10% of the total consideration of the said Flat/ Shop along with the deductions towards the brokerage amount/ legal charges and all other expenses that we may have incurred in respect of the said Premises and refund the balance amount (if any) to you as per the provisions of law.
6	15	User: You will use the said Flat/Shop strictly for the Residential / Commercial purpose. No change of user shall be permitted.
6	16	Third Party rights: You agree that you shall not transfer the benefits of this reservation without our previous written consent. We may give such consent only upon payment of all the dues payable by you to us under this provisional reservation and on payment of transfer charges as may be decided and fixed by us.
7	18(a) to (d)	a. You agree to sign all applications, papers and documents and do all such acts, deeds and things as we may require for safe guarding the interest in the said Project. b. You agree not to claim any right, title or interest in the said Flat/ Shop or the said Plot till the entire consideration amount of the said Flat/ Shop as shall be set out in the Payment Schedule annexed to the Agreement for Sale and the entire contribution and other payments payable by you are paid in full and you are accepted as the member/s of the Society/s that shall be formed.



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		c. We shall have a first lien, charges etc., in respect of any amount / consideration remaining unpaid under this Reservation Letter. d. You have, in token of your having accepted the aforesaid, agreed to sign at the foot of this Letter.
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For Nathdwara Developers pvt ltd

Nathdwara Developers Pvt. Ltd.


Director
(Director)