



NOOTAN ASSOCIATES

BUILDERS & DEVELOPERS

Date:- 20.08.2025

To,
Maha RERA Authority,
6th floor, Housefin Bhavan,
Plot No C-21, E Block, BKC,
Bandra (E), Mumbai:-400051

Subject: Deviation Report on Agreement for sale the project named NUTAN DAHISAR
Located at: CTS NO 1112 of Village Dahisar East Taluka-borivali Dist-Mumbai - 400068

Deviation Clause

Clause no as per our draft	Actual clause
2.	The Allottee(s) has/have prior to the execution of this Agreement satisfied himself/themselves about the title of the Owner to the said property and the rights of the Promoter to develop the said property and sell the Apartments/allot the car parks in the new building and the Allottee(s) shall not be entitled to further investigate the title of the said Owner/Promoter to the same or to his rights to develop the same and no requisition or objection shall be raised upon it or any matter relating thereto.
4.	It is agreed that appropriate bills/demand notices will be sent by the Promoter to the Allottee(s) on the basis of approximate percentage of total work carried out from the date of previous bill/demand notice as per above said schedule. The Promoter's demand notice shall be considered final and the Promoter are not bound to furnish any other valuation certificate by any architect or concerned person alongwith demand notice.
11.	The Certificate as to right of the Promoter to develop the said Property is annexed hereto as Annexure-..... The tenure of the said property is freehold. The Allottee(s) has/have been satisfied with the said Title Certificate.
15.	Commencing from the date of the said Apartment being ready for the possession and so long as the Apartment in the new building shall not be separately assessed for Municipal property taxes, water charges and other outgoings the Allottee(s) shall deposit for upcoming one year (as may be informed) and shall further pay to the Promoter/Promoter every month towards their share of Municipal taxes, water tax and other outgoings as per the provisions of the said Development Agreement.
20.	The Promoter shall utilize the said sum paid by the Allottee(s) to the Promoter for meeting all legal costs, charges and expenses including professional costs of the Attorney at law/Advocates of the Promoter in connection with preparing and engrossing this Agreement. In case there shall be deficit in this regard, the Allottee(s) shall forthwith, on demand, pay to the Promoter the proportionate share to make up such deficit. The said sums shall bear no interest.

21.	The Allottee(s) hereby agree(s) that in the event of any amount by way of premium or security deposit or fire cess is paid to the corporation or to the State Government or betterment charges or development tax or security deposit for the purpose of giving water connection or any other tax or payment of a similar nature becoming payable by the Promoter the same shall be reimbursed by the Allottee(s) to the Promoter in proportion to the carpet area of the said Apartment agreed to be acquired by the Allottee(s) and in determining such amount, the decision of the Promoter shall be conclusive and binding upon the Allottee(s).
22.	The Allottee(s) shall have no claim save and except in respect of the said Apartment agreed to be purchased by him/them. All open spaces, lobbies, terrace areas etc. will remain the property of the Society/ Limited company, or Association of Apex body as per the terms of the said Re-Development Agreement and the Allottee(s) shall be entitled to use the common areas along with other members of the society.
23.	The Allottee(s) shall use the said Apartment or any part thereof or permit the same to be used for the purpose of residence/ office/show-room/shop/godown or for which it is acquired in law and shall use the parking space/garage (if any) allotted to him only for the purpose of keeping or parking the Allottee(s)' own vehicle and not for any other purpose.
30.	The Promoter shall be at liberty and are hereby permitted to make variations in the proposal submitted to concerned Competent Authority in accordance with or on account of change in policy/law etc.; the layout/elevation of the property and/or the building including resizing and/or relocating the open spaces/garden spaces as circumstances may require or at the sole discretion of the Promoter. The Allottee(s) expressly agrees to such variation.
31.	The Allottee(s) shall abide by all bye-laws, rules and regulations the said, Government, Competent Authorities, Electric Company and any other Authorities and local bodies and shall attend to answer and be responsible for actions violations of any of the conditions or rules or bye laws and shall observe and perform all the terms and conditions contained in this Agreement.
32.	The Promoter shall be entitled to alter the terms and conditions of the Agreement relating to the unsold apartments in the new building of which the aforesaid Apartment form part of and the Allottee(s) shall have no right to require the endorsement thereof or any of them at any time.
33.	It is hereby clarified by the Promoter that the MCGM has duly sanctioned the plans for construction of buildings on the said property, as amended up to date bearing No. dated revised on and Commencement Certificate dated revised on read with no objection to carried out the work of the building and as contemplated in the said No Objection issued by the concerned Competent Authority
35.	<p>(k) The Allottee(s) hereby undertake(s) that Allottee(s) will not carry on any illegal business/profession in the Apartment agreed to be purchased and further agree(s) and undertake(s) that he/she himself/ herself/themselves or through his/her/their nominee/ tenant/ occupier shall not carry on any such business/profession which may illegal/ anti-social/anti-national etc. which may tarnish the reputation of the Promoter and cause nuisance to neighboring Apartment holders. It is understood that in the event of the Allottee(s) carrying on any such illegal business/es in the said Apartment whether directly or indirectly through his/her/their agent or tenant in the interest of public, peace and tranquility, the Promoter shall be at liberty to have the Allottee(s) evicted from the said Apartment.</p> <p>(l) The Allottee(s) shall not close Verandah, nich area or balconies or such compulsory open spaces without the sanction and permission of the Promoter and the authorities</p>

	concerned nor shall make any alterations or changes in the elevation and outside colour scheme of the said Apartment/building.
46.	This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment, as the case may be. This Agreement shall only be amended through written consent of the Parties.
47.	It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
48.	If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
49.	Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the Apartments in the Project.
50.	Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

Hasani



For NOOTAN ASSOCIATES

Date: 8/20/2025