

Date 10.05.2023

To,
THE MAHARASHTRA REAL ESTATE
REGULATORY AUTHORITY,
6th & 7th Floor, Housefin Bhavan, Plot No.C-21,
E-Block, Bandra Kurla Complex, Bandra (E),
Mumbai 400051

Re: Deviation Sheet with respect to Proforma of the Allotment Letter prescribed by the Authority under "Annexure - 1" of Order No. 35/2022 dated 12.08.2022

Project:- "NYATI EMERALD I "

Sr.No.	As per Pro-forma of the Allotment Letter prescribed under "Annexure - 1" of Order No. 35/2022 dated 12.08.2022	Proposed deviations/modifications in the Pro-forma of the Allotment Letter
1	Para 2 - Allotment of garage/covered parking spaces	Para 2 - Grant of exclusive right of user of Parking Space(s): Further, we have the pleasure to inform you that, along with the allotment of the said Unit, you have been granted the exclusive right of user
2	Para 5 - Encumbrances - I /We hereby confirm that the said unit is free from all encumbrances and I/we hereby further confirm that no encumbrances shall be created on the said unit	Para 5 - Encumbrances - We hereby confirm that no encumbrance by way of charge/mortgage has been created so far on the said Unit. However certain litigations/ suits/ complaints are ongoing in respect of the said Land or part thereof, details whereof are mentioned in the Annexure "B" hereto annexed.



3	<u>Para 9 - Cancellation of Allotment-</u> i) In case you desire to cancel the booking, an amount mentioned in the Table hereunder written would be deducted and the balance amount due and payable shall be refunded to you without interest within 45 days from the date of receipt of your letter requesting to cancel the said booking :- <table border="1" data-bbox="255 772 813 1388"> <thead> <tr> <th>Sr.No</th><th>If the letter requesting to cancel the booking is received</th><th>Amount to be deducted</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Within 15 days from issuance of this Allotment Letter;</td><td>Nil;</td></tr> <tr> <td>2.</td><td>Within 16 to 30 days from issuance of this Allotment Letter;</td><td>1% of the cost of the said Unit</td></tr> <tr> <td>3.</td><td>Within 31 to 60 days from issuance of this Allotment Letter;</td><td>1.5% of the cost of the said Unit</td></tr> <tr> <td>4.</td><td>After 61 days from issuance of this Allotment Letter.</td><td>2% of the cost of the said Unit</td></tr> </tbody> </table>	Sr.No	If the letter requesting to cancel the booking is received	Amount to be deducted	1.	Within 15 days from issuance of this Allotment Letter;	Nil;	2.	Within 16 to 30 days from issuance of this Allotment Letter;	1% of the cost of the said Unit	3.	Within 31 to 60 days from issuance of this Allotment Letter;	1.5% of the cost of the said Unit	4.	After 61 days from issuance of this Allotment Letter.	2% of the cost of the said Unit	<u>Para 9 - Cancellation of Allotment</u> i) In case you desire to cancel the booking, an amount mentioned in the Table hereunder written would be deducted and the balance amount due and payable shall be refunded to you without interest within 45 days from the date of receipt of your letter requesting to cancel the said booking :- <table border="1" data-bbox="845 795 1396 1176"> <thead> <tr> <th>Sr.No</th><th>If the letter requesting to cancel the booking is received</th><th>Amount to be deducted</th></tr> </thead> <tbody> <tr> <td>1.</td><td>Within 15 days from issuance of this Allotment Letter;</td><td>Nil;</td></tr> <tr> <td>2.</td><td>Within 16 to 30 days from issuance of this Allotment Letter;</td><td>1% of the cost of the said Unit</td></tr> </tbody> </table>	Sr.No	If the letter requesting to cancel the booking is received	Amount to be deducted	1.	Within 15 days from issuance of this Allotment Letter;	Nil;	2.	Within 16 to 30 days from issuance of this Allotment Letter;	1% of the cost of the said Unit
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4	<u>Para 12 - Execution and Registration of the Agreement for Sale:</u> i) You shall execute the Agreement for Sale and appear for registration of the same before the concerned Sub-Registrar within a period of Two months from the date of issuance of this Letter or within such period as many be communicated to you. The said period of Two months can be further extended on our mutual understanding. ii) If you fail to execute the Agreement for Sale and appear for registration of the same before the concerned Sub-Registrar within the stipulated period Two months from the date of	<u>Para 12 - Execution and Registration of the Agreement for Sale:</u> i) You shall execute the Agreement for Sale and appear for registration of the same before the concerned Sub-Registrar within a period of 30 days from the date of issuance of this Letter. ii) If you fail to execute the Agreement for Sale and appear for registration of the same before the concerned Sub-Registrar within such stipulated period of 30 days, we shall be entitled to serve upon you a notice calling upon you to execute the Agreement for Sale and appear for registration of the same within																								



	issuance of this Letter or within such period as may be communicated to you, We shall be entitled to serve upon you a notice calling upon you to execute the Agreement for Sale and appear for registration of the same within 15 (Fifteen) days of date of such Notice, which if not complied, We shall be entitled to cancel this Allotment Letter and further, We shall be entitled to forfeit an amount of 2% of the cost of the said Unit and the balance amount if any due and payable shall be refunded without interest within 45 days from the date of expiry of the notice period.	15 (Fifteen) days of date of such Notice, which if not complied, We shall be entitled to cancel this Allotment Letter and further, We shall be entitled to forfeit an amount of 2% of the cost of the said Unit and the balance amount if any due and payable shall be refunded without interest within 45 days from the date of expiry of the notice period.
5	Annexure – A (Stage wise time schedule of completion of the project) Sr. No. 8 - Sanitary, electrical and water supply fittings within the said units. Sr. No. 20 – Others	Annexure – A (Stage wise time schedule of completion of the project) Sr. No. 8 - Sanitary, electrical and water supply fittings Sr. No. 20 – deleted <i>Note –</i> a) <i>We undertakes to comply with all statutory and other requirements of the concerned Authorities for the aforesaid purposes, however we shall not be held responsible or liable for any delay or non-performance, if any, on the part of such concerned Authorities.</i> b) <i>We shall be at liberty to vary the dates of abovementioned stages, provided, we shall complete the Project in the manner enumerated / stated in the Agreement for Sale to be entered into between ourselves and yourselves.</i>



FOR NYATI BUILDERS PRIVATE LIMITED

NITIN DWARKADAS NYATI
CHAIRMAN AND MANAGING DIRECTOR