



M/S Real Infrastructure CO.



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

Date: - 22-09-2022

Subject :- Deviation Report on Allotment for the project named **Gami & Jaydeep Elanza (Tilak Siddheshwar CHS LTD)** CTS No 32(Pt)16 to 27 Village **Tilak Nagar** Taluka **Chembur 400089**.

Dear Sir,

This is to inform you that following are the deviations from the model form of Allotment letter whichever details are required we have filled those details and marked in yellow

1. **Clause No. 2 are modified.** Further I/ we have the pleasure to inform that you have been allotted along with the said unit, garage(s) bearing No(s) _____ admeasuring _____ sq.mtrs equivalent to _____ sq.ft/ covered car parking space(s) at _____ level basement/ podium bearing No(s) _____ admeasuring _____ sq.mtrs. equivalent to _____ sq.ft/ stilt parking bearing No(s) _____ admeasuring _____ sq.mtrs equivalent to _____ sq.ft/ mechanical car parking unit bearing No(s) _____ admeasuring _____ sq.mtrs equivalent to _____ sq.ft on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves. OR Further I/ we have the pleasure to inform you that you have been allotted an open car parking bearing No _____ without consideration.
2. **Clause no. 3 are added.** We have appointed and engaged services of M/s. _____ as Marketing Agent (having registered under Registration No. _____ with the Concerned Authority under the provisions of RERA) to market the unallotted Flats and parking space in the project; who will update you in future with regard to the progress of the construction work, etc.,
3. **Clause no. 5 are added.** The allotment of the above Flat/Shop/Commercial Unit is subject to grant of further necessary permissions, orders and amendments in the approved building plan/ to be approved/modified/amended hereinafter by the Concerned Authorities including MCGM
4. **Clause no. 7 are added.** As confirmed by you we have already completed the construction upto _____ floor of the building and accordingly on execution of the Agreement for Sale we are entitled to receive the proportionate amount of the consideration from you upto the stage of the constructions so carried out.
5. **Clause no. 8 are added.** In the event if you desire to avail finance from your Bankers so as to discharge your financial obligations for payment of consideration to us, you shall after execution of regular Agreement to be executed hereafter be free to avail such finance; however, the same shall not cause any delay in payment of installments within the stipulated period. We shall not give any warranty or assurance to avail housing finance by you from your Bankers.





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- shall not cause any delay in payment of installments within the stipulated period. We shall not give any warranty or assurance to avail housing finance by you from your Bankers.
6. **Clause no. 11 are added.** The area of the Flat/Shop/Commercial Unit is tentatively _____ Sq. Ft. (Carpet Area as defined under RERA) (based on the present Planning inclusive of Fungible FSI, compensatory area and other elevation features).
 7. **Clause no. 12 are added.** The allotment of the above Flat/Shop/Commercial Unit to you shall be subject to the terms and conditions as may be recorded in the regular Agreement for Allotment, to be hereafter executed with you personally.
 8. **Clause No. 9 are modified.** 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.

Sr.No	If the letter requesting to cancel the booking is received,	Amount to be deducted
1.	Within 15 days from issuance of the allotment letter	NIL;
2.	Within 16 to 30 days from issuance of the allotment letter;	1% of the cost of the said unit;
3.	Within 31 to 60 days from issuance of the allotment letter	1.5% of the cost of the said unit
4.	After 61 days from issuance of the allotment letter	2% of the cost of the said unit.

*The amount deducted shall not exceed the amount as mentioned in the table above. In the event the amount due and payable referred in Clause 9 i) above is not refunded within 45 days from the date of receipt of your letter requesting to cancel the said booking, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of lending Rate plus two percent.

9. **Clause No. 23 are added.** Since, we have availed benefit of 50% premium reduction scheme as per State of Maharashtra Notification dated _____, Stamp Duty on the Agreement for Sale shall be borne and paid by us; however Registration charges and penalty, if any, shall be borne and paid by you.
10. **Clause No. 11 are modified.** The preforma of the agreement for sale to be entered into between ourselves and yourselves is enclosed herewith for your ready reference. Forwarding the proforma of the agreement for sale does not create a binding obligation on the part of ourselves and yourselves until compliance by yourselves of the mandate as stated in Clause 126.
11. **Clause No. 12 are modified.** You shall execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within a period of 2 months from the date of issuance of this letter or within such period as may be communicated to you. The said period of 2 months can be further extended on our mutual understanding.

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 2 months from the date of issuance of this





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letter or within such period as may be communicated to you, I/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, which if not complied, I/we shall be entitled to cancel this allotment letter and further I/we shall be entitled to forfeit an amount not exceeding 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.

In the event the balance amount due and payable referred in Clause 12 ii) above is not refunded within 45 days from the date of expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal cost of Lending Rate plus two percent.

12. **Clause No. 20 are added.** You shall use the parking space, for the purpose of keeping or parking of your own vehicle. We shall have full right, absolute authority and be entitled to allot the other car parking space, (not already allotted) to such of the Allottees of the flat in the Building, as we may deem fit and proper and you shall not object or dispute to the same.
13. **Clause No. 21 are added.** You have confirmed as, informed, the terms and conditions we have with the said Society.
14. **Clause No. 16 are added.** The allotment of the above Flat/Shop/Commercial Unit by this letter is strictly "Provisional Allotment" personally to you and subject to grant of necessary further and other permissions, approvals, sanction of amended plan by the Concerned Authorities including MCGM. You shall not be entitled to transfer or assign nor shall negotiate/propose through media, email or otherwise the provisional allotment under this letter in favour of any other person.
15. **Clause no. 18 are added.** In the interest of continuing product improvement and/or as may be required by the Concerned Authority, we reserves our right to change plans, specification and elevation features as deemed fit by us, but location of your flat will not be altered without your consultation.
16. **Clause no. 19 are added.** We have represented and you have confirmed that the plot belongs to Tilak Siddheshwar CHS LTD (for short "the **Society**") being the Lessee thereof and the development right has been given to us under the documents as orally informed and shown to you along with Report on Title issued by our Advocate and other relevant documents and you shall not challenge or dispute our right of development are added.
17. **Clause no. 5 are deleted.** 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. **OR** I/we have created the following encumbrance(s)/ encumbrance(s) attached with caveats as enumerated hereunder on the said unit.

For M/s. Real Infrastructure Co.

For M/S. REAL INFRASTRUCTURE CO.

Partner

Partner

Journal of Management Inquiry 18(6)

$$G^{\mathbb{R}} = M_{\mathbb{R}}^{\mathbb{R}} \oplus \mathbb{R}^{\mathbb{R}}$$