

Image Realty LLP

401, Phoenix Commercial Complex, CTS NO 14, Opp. Residency Club, Bund Garden Road,
Pune – 411001. Maharashtra. Tel. : 91 22 67906142

Date: 8/8/2023

To,
The Chairperson,
The Maharashtra Real Estate Regulatory Authority
6th & 7th Floor, Housefin Bhavan,
Plot No. C-21, E-Block,
Bandra Kurla Complex,
Bandra (East), Mumbai – 400 051.

Sub: Deviation Report with respect to proforma of Allotment letter

We hereby declare that the following are deviations/modifications in the Allotment letter to be executed by the Promoter with the Purchasers vis a vis proforma of Allotment letter.

<u>Sr. No.</u>	<u>Clause in proforma of Allotment letter</u>	<u>Clause No.</u>	<u>Deviation/Modification Clause in Promoter's Allotment letter</u>
1	This has reference to your request referred at the above subject. In that regard, we have the pleasure to inform that you have been allotted a _____ BHK flat / villa / bungalow / commercial premises bearing No. _____ admeasuring RERA Carpet area _____ sq. mtrs. equivalent to _____ sq. ft. situated on _____ floor in Building _____ / Tower _____ / Block _____ / Wing _____ in the project known as _____, having _____ MahaRERA Registration No. _____ hereinafter referred to as "the said unit", being developed on land bearing C.S. No(s) _____ /CTS No(s) _____ / Final Plot No(s) _____ / Survey No(s) _____, Hissa No(s) _____ /Gat No(s) _____ / Khasra No(s) _____	1	This has reference to your request referred at the above subject. In that regard, we have the pleasure to inform that you have been allotted a _____ BHK flat bearing No. _____ admeasuring RERA Carpet area _____ sq. mtrs. equivalent to _____ sq. ft. alongwith other appurtenant areas accessible only from the said Residential (b) Balcony admeasuring «RERA_BALCONYSQM» square meters (equivalent to «RERA_BALCONYSqft» square feet) or thereabout situated on _____ floor in Building _____ / Tower _____ / Block _____ / Wing _____ in the project known as _____, having MahaRERA Registration No. _____ hereinafter referred to as "the said unit", being developed on land from and out of the following from and out of the following Gat No. 1659 and 1660 situate, lying and being at Village Lavale, Taluka Mulshi, District Pune for a total consideration of Rs. _____/- (Rupees _____ only) exclusive of Other Charges, GST, stamp duty and registration charges.

	Plot No(s) _____ lying and being at _____ Village _____ Taluka _____ Dist. _____ admeasuring _____ sq. mtrs. for a total consideration of Rs. _____/- (Rupees _____ only) exclusive of GST, stamp duty and registration charges.		
2	Allotment of garage/covered parking space(s): Further we have the pleasure to inform you 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.	2	Allotment of parking space(s): Further we have the pleasure to inform you that you shall have right to use parking space for the purpose of parking vehicles an enclosed or covered area (Cycle/Scooter/Car in a proportion as decided and permitted by the Promoter) along with the said unit, parking space (s) bearing No(s) _____ having size _____ sq. mtrs. (equivalent to _____ sq. fts) x _____ sq. mtrs. (equivalent to _____ sq. fts) bearing No. _____ located at _____ podium (“ Parking Space ”) on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.
3	<u>Encumbrances:</u> I/We hereby confirm that the said unit is free from all encumbrances and we hereby further confirm that no encumbrance shall be created on the said unit. OR	5	<u>Encumbrances:</u> We shall provide you a No Objection Certificate issued by IDBI Trusteeship Services Limited or procure the same and provide a copy thereof.

	<u>Encumbrances:</u> I/We have created the following encumbrance(s) / encumbrance(s) attached with caveats as enumerated hereunder on the said unit. a) b) c)		
4	<u>Further payments:</u> Further payments towards the consideration of the said unit as well as of the garage(s)/covered car parking space(s) shall be made by you, in the manner and at the times as well as on the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.	6	<u>Further payments:</u> Further payments towards the consideration of the said unit and Other Charges as well as of the garage(s)/covered car parking spaces(s) shall be made by you, in the manner and at the times as well as on the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.
5	<u>Possession:</u> The said unit along with the garage(s)/covered car parking space(s) shall be handed over to you on or before _____ subject to the payment of the consideration amount of the said unit as well as of the garage(s)/covered car parking space(s) in the manner and at the times as well as per the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.	7	<u>Possession:</u> The said unit along with the garage(s)/covered car Parking Space shall be handed over to you on or before _____ subject to the payment of the consideration amount and Other Charges of the said unit as well as of the garage(s)/covered car parking space(s) in the manner and at the times as well as per the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.
6	<u>Interest payment:</u> In case of delay in making any payments, you shall be liable to pay interest at the rate which shall be the State Bank of India highest Marginal Cost of Landing Rate plus two percent.	8	<u>Interest payment:</u> In case of delay in making any payments, you shall be liable to pay interest at the rate which shall be the State Bank of India highest Marginal Cost of Landing Rate plus two percent and in casethe SBI MCLR is not in use then it would be

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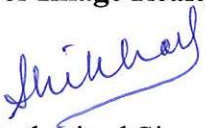
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			replaced by such benchmark lending rates as fixed by SBI from time to time for lending to the general public plus two percent.
7	<u>Cancellation of allotment:</u> In the event the amount due and payable referred in Clause 9 (i) above is not refunded 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 (ii)	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 and in case the SBI MCLR is not in use then it would be replaced by such benchmark lending rates as fixed by SBI from time to time for lending to the general public plus two percent.
8	<u>Execution and registration of the agreement for sale:</u> 12 (iii) 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 Landing Rate plus two percent	12(iii)	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 Landing Rate plus two percent and in case the SBI MCLR is not in use then it would be replaced by such benchmark lending rates as fixed by SBI from time to time for lending to the general public plus two percent.

Hope you will find aforesaid in order.

Thanking you,
Yours faithfully,

For Image Realty LLP


Authorized Signatory

