PrinceCare®
REALTY BUILT TO LAST

01JULY, 2024

To,
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 Report with respect to model copy of Allotment Letter for Project known as "[●]" being developed by Princecare Amaara LLP.

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Dear Sir/Madam,

This has reference to your order dated 12th August, 2022, bearing No. 35 of 2022 in respect of submission of format of the Allotment Letter of the Project along with deviation report recording modifications to the Model Allotment Letter. In view thereof, below is the deviation report in full for the Allotment Letter:

Sr. No.	Clause of the Model Allotment Letter.	Clauses in the Draft Allotment Letter of Princecare Amaara LLP
1.	In Paragraph No.1 of the Model Allotment Letter: Allotment of the said unit.	In Paragraph No.1, Page No.1 of the Draft Allotment Letter: Allotment of the Apartment.
2.	This has reference to your request referred at the above subject. In that regard I/we have the pleasure to inform that you have been allotted a _____ BHK flat/villa/bungalow/commercial premise 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)_____/	In Paragraph No.1, Page No.1 of the Draft Allotment Letter: This has reference to your request referred in the above subject. In that regard, we Princecare Amarra LLP (hereinafter referred to as "**the Promoter**"), have the pleasure to inform that you have been allotted a [●] BHK Apartment bearing No. [●] admeasuring RERA Carpet area [●] square meters, equivalent to [●] square feet, situated on the [●] floor of Building [●] (hereinafter referred to as "the Building") in the project known as "[●] ", having MahaRERA Registration No. [●] (hereinafter referred to as "**the Apartment**"), being developed on all that pieces and parcels of leasehold land being Plot No. 210C *(formerly being Plot Nos*

	Hissa No(s)____/ Gat No(s) _____/ Khasra No(s) _____/ Plot No(s)_____/ lying and being at _____ Village _____ Taluka _____, Dist._____, admeasuring _____ sq. mtrs for a total consideration of Rs. _in figures (Rupees __in words_____only) exclusive of GST, stamp duty and registration charges.	. *210C and 210E)* of Dadar Matunga Estate Scheme No. 5 and bearing Cadastral Survey No. 189B/10 *(formerly being Cadastral Survey Nos. 189B/10 and 189D/10)* of Matunga Division admeasuring 2090 square yards i.e. 1747.49 square metres or thereabouts (hereinafter referred to as the "**Project Land**"), for a total consideration of Rs. [●] (Rupees [●] only) (hereinafter referred to as "**the Purchase Consideration**") exclusive of GST, stamp duty and registration charges, upon the terms and conditions hereinafter recorded. The Purchase Consideration shall be paid by the Allottee to the Promoter in installments specified in **Annexure "A"** after deducting therefrom TDS on each such installment as per the applicable provisions of Section 194-IA of the Income Tax Act, 1961. The terms and conditions though indicative are inclusive but not exhaustive and the Agreement for Sale (hereinafter referred to as the "**Agreement for Sale**") to be executed between ourselves and yourselves shall comprise of all the terms and conditions, which you the Allotee(s) agree/s to fully adhere to without any delay or demur.
3.	Further I/ 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 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.	In Paragraph No.2, Page Nos.1 to 2 of the Draft Allotment Letter: Further, we have the pleasure to inform you that you have been allotted along with the Apartment, ~~garage(s) bearing No(s) _____ admeasuring _____ sq.mtrs equivalent to _____sq.ft/ covered~~ car parking space(s) in Automated Car Parking Tower to be constructed adjacent to the Building, admeasuring [●] sq. mtrs., equivalent to [●] sq. ft. having [●] ft. length x [●] ft. breath (hereinafter referred to as "**the Car Parking Space(s)**") on the terms and conditions, as shall be enumerated in the Agreement for Sale to be entered into between ourselves and yourselves.

4.	I/we confirm to have received from you an amount of Rs. ____in figures___(Rupees __in words only), (*this amount shall not be more than 10% of the cost of said unit*) being____% total consideration of said unit as booking amount/advance payment on _dd/mm/yyyy_, through, ___mode of payment___.	In Paragraph No.3, Page No.2 of the Draft Allotment Letter: We confirm to have received from you an amount of Rs. [●] (Rupees [●] only) being [●] of the total consideration value of the Apartment as booking amount/advance payment on [●] through [●].
5.	I/We have made available to you the following information namely. i.) The sanctioned plans, layout plan, along with specifications, approved by the competent authority are displayed at the project site and has also been uploaded at the MahaRERA website. ii.) The stage wise time schedule of completion of the project, including provisions like civic infrastructure like water, sanitation and electricity is as stated in Annexure-A attached herewith and iii.) The website address of MahaRERA is **https://maharera.mahaonline.gov.in/#**	In Paragraph No. 4, Page No.2 of the Draft Allotment Letter: We have made available to you the following information namely: - i) The sanctioned plans, layout plans, along with specifications, approved by the competent authority are displayed at the project site and has also been uploaded on MahaRERA website; ii) The stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity, is as stated in **Annexure – "B"** attached herewith. It is clarified that the timelines corresponding to stages of the Project specified in Annexure "B" are only indicative and based on projections made by the Owner-Promoter. Therefore, the payment of instalments towards the sale consideration shall be made by the Allottee(s) as per the corresponding stage of construction being completed by the Owner-Promoter which may be before the timelines indicated in Annexure "B" hereto; iii) The website address of MahaRERA is https://maharera.mahaonline.gov.in/; and

		iv) This Allotment Letter shall always be read and interpreted along with the Booking Application Form and the Booking Application Form is an integral part of this Allotment Letter.
6.		In Paragraph No.5, Page No.2 to 3 of the Draft Allotment Letter: Further, this allotment has been made in your favor subject to the following covenants by you: a. That you the Allottee(s) have voluntarily and after being fully satisfied with the terms and conditions, Layout, and with full knowledge of all the laws/notifications and rules applicable to the housing projects, specifically the present project have agreed to and accepted this allotment hereof. b. That you the Allotee(s) have verified and/or inspected the title of the Promoter to the Project Land and to the Apartment herein proposed to be provisionally reserved for/ allotted to you and are fully satisfied with the same and agree to not raise any requisitions and/or doubts in any manner whatsoever. c. That you the Allotee(s) agree to abide by the terms and conditions of the proposed Agreement for Sale and pay in full the consideration including GST and other charges, rates, taxes, cesses, deposits, levies etc, including development/ infrastructure / approval charges, if any.

		d. That you the Allotee(s) agree that "time shall be of essence" in respect of the payment schedule and compliance of the obligations by you the Allotee(s) of the terms of this Allotment Letter as well as the Agreement for Sale e. That you the Allotee(s) are well aware and you duly acknowledge that you shall be fully liable for any and all consequences in respect of the defaults in paying the balance consideration and/or for all breaches intentional or otherwise committed due to your failure in not abiding by the terms and conditions contained in this Allotment Letter and/or the final Agreement for Sale. In such event the Promoter shall at its sole option and without prejudice to its rights and remedies available both in law and equity be entitled to cancel and/or rescind this Allotment Letter and the Agreement for Sale without any reference and/or recourse to the Allotee(s), in the manner and on the terms and conditions more particularly enumerated in the Agreement for Sale It is expressly agreed and clarified by the Promoter to the Allotee(s) herein that the execution of this Allotment Letter does not create any ownership right, title and interest in favour of the Allottee(s) in the Apartment and/or the Car Parking Space(s) . f. That you the Allotee(s) are well aware that this project known as "[●]" shall also have other saleable residential units, which shall be sold/ allotted/ leased by the Promoter to other purchasers and/or third parties at its own discretion.

		The allottees of such units shall also be joined as members of the Society/Condominium, which is to be formed subsequent to the completion of the Project.
7.	I/we hereby confirm that the said unit is free from all encumbrance(s) and I/we hereby further confirm that no encumbrance(s) shall be created on the said unit.	In Paragraph No.6, Page No.3 of the Draft Allotment Letter: We hereby confirm that the Apartment is free from all encumbrances. We shall be entitled to obtain loan from any credit/financial institution, bank or other person/body, by way of mortgaging or creating a charge or lien on the Apartment. However, in such an event, we shall, before entering into the Agreement for Sale with you, obtain and furnish you with a No- Objection Certificate from the concerned credit/financial institution, bank or other person/body. OR We have obtained loan from [●] by way of mortgaging and creating security over the Apartment. We undertake to obtain and furnish you with a No- Objection Certificate from [●] before entering into the Agreement for Sale with you.
8.	Further payments towards the consideration of the said unit as well as of garage(s)/covered car parking space(s) shall be made by you, in manner and at the times as well as on the terms and conditions more specifically enumerated / stated in the agreement for sale to be entered between ourselves and yourselves.	In Paragraph No.7, Page No. 3 of the Draft Allotment Letter: Further payments towards the balance consideration of the Apartment ~~as well as of 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 stated in the Agreement for Sale to be entered into between ourselves and yourselves.

<table>
<tr>
<td>9.</td>
<td>The said unit along with garage(s)/covered car parking space(s) shall be handled 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 between ourselves and yourselves.</td>
<td>In Paragraph No.8, Page No. 4 of the Draft Allotment Letter

The Apartment along with the Car Parking Space(s) shall be handed over to you on or before [●], subject to force majeure and other circumstances beyond our control as shall be enumerated in the Agreement for Sale, and further subject to the payment of the balance consideration amount of the Apartment as well as of the 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.</td>
</tr>
<tr>
<td>10.</td>
<td>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 Lending Rate plus two percent.</td>
<td>In Paragraph No.9, Page No.4 of the Draft Allotment Letter

In case of delay in making payments of any instalments towards the balance consideration and/or any other amounts, deposits, charges payable under the Agreement for Sale, you shall be liable to pay interest at the rate, which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent (2%).</td>
</tr>
<tr>
<td>11.</td>
<td>i. In case you desire to cancel 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 date of receipt of your letter requesting to cancel the said booking.
<table>
<tr><th>Sr.No.</th><th>If the letter requesting to cancel the booking is received</th><th>Amour deducte</th></tr>
<tr><td>1.</td><td>Within 15 days from issuance of allotment letter,</td><td>Nil</td></tr>
<tr><td>2.</td><td>Within 16 to 30 days from issuance of allotment letter,</td><td>1% of t of the unit.</td></tr>
</table>
</td>
<td>In Paragraph No.10, Page No.4 of the Draft Allotment Letter

i. In the event, you desire to cancel the booking, an amount mentioned in the table hereunder written shall be deducted and the balance amount paid by you shall be refunded to you without interest, within 45 days from the date of receipt of your letter requesting to cancel the booking of the Apartment.
<table>
<tr><th>Sr.No.</th><th>If the letter requesting to cancel the booking is received</th><th>Amount to be deducted</th></tr>
<tr><td>1.</td><td>Within 15 days from issuance of allotment letter,</td><td>Nil</td></tr>
</table>
</td>
</tr>
</table>

	3. Within 31 to 60 days from issuance of allotment letter, from issuance of allotment letter, — 1.5% of the cost of the said unit. 4. After 61 days from issuance of allotment letter, — 2% of the cost of the said unit **The amount deducted shall not exceed the amount as mentioned in the table above.* ii. In the event the amount due and payable referred in Clause 9 i) above is not refunded within 45 days from 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.	2. Within 16 to 30 days from issuance of allotment letter — 1% of the cost of the Apartment. 3. Within 31 to 60 days from issuance of allotment letter, from issuance of allotment letter, — 1.5% of the cost of the Apartment 4. After 61 days from issuance of allotment letter, — 2% of the cost of the Apartment. ii. In the event, the amount due and payable referred in above clause is not refunded within 45 days from the date of receipt of your letter requesting to cancel the said booking of the Apartment, 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.	You shall make the payment of GST, Stamp Duty and Registration charges, as applicable and such other payments as more specifically mentioned in agreement for sale, the proforma whereof is enclosed herewith in terms of Clause 11 hereunder written.	In Paragraph No.11, Page No.4 of the Draft Allotment Letter You shall make the payment of GST, stamp duty and registration charges, as applicable and such other payments as more specifically mentioned in the Agreement for Sale, ~~the proforma whereof is enclosed herewith in terms of Clause 11 hereunder written~~.
13.		In Paragraph No.12, Page Nos. 4 to 5 of the Draft Allotment Letter **Variations or modifications to the Apartment:**The Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any government authorities or due to change in law.

14.	The proforma for 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 of sale does not create a binding obligation on part of ourselves and yourselves until compliance by yourselves of the mandate as stated in Clause 12.	In Paragraph No.13, Page No.5 of the Draft Allotment Letter The proforma of the Agreement for Sale to be entered into between ourselves and yourselves has been provided to you vide our email dated [●] 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 14.
15.	i. You shall execute the agreement for sale and appear for registration of 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 further be extended on our mutual understanding. ii. If you fail to execute the agreement for sale and appear for registration of same before the concerned Sub-Registrar within stipulated period of 2 months from date of issuance of this 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 balance amount any due and payable shall be refunded without interest within 45 days from date of expiry of the notice period. ii. In the event the balance amount due and payable referred in Clause 12(ii) above is not refunded within refunded within 45 days from date of expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the	In Paragraph No.14 Page No.5 of the Draft Allotment Letter i. You shall execute the Agreement for Sale and appear for registration of the same before the concerned Sub-Registrar of Assurances within the period of 2 months from the date of issuance of this letter or within such period as may be communicated to you. The aforesaid period of two months for registration of the Agreement for Sale can be further extended on our mutual understanding, not exceeding a total period of 2 (two) months from the date of execution of the Agreement for Sale. ii. If you fail to execute the Agreement for Sale and appear for registration of the same before the concerned Sub-Registrar of Assurances within the stipulated period of two months from the date of 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, which if not complied, we shall be entitled to cancel this Allotment Letter and further we shall be entitled to forfeit an amount not exceeding 2% of the cost of the Apartment and the balance amount if

	rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.	any, due and payable shall be refunded without interest within 45 days from the date of expiry of the notice period. iii. In the event the balance amount due and payable referred in the aforesaid sub-clause 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.
16.	This allotment letter shall not be constructed to limit your rights and interests upon execution and registration of the agreement for sale between ourselves and yourselves. Cancellation of allotment letter of the said unit thereafter, shall be covered by the terms and conditions of the said registered document.	In Paragraph No.15, Page No.6 of the Draft Allotment Letter This Allotment Letter shall not be construed to limit your rights and interest upon execution and registration of the Agreement for Sale between ourselves and yourselves. Cancellation of allotment of the Apartment thereafter, shall be covered by the terms and conditions of the Agreement for Sale.
17.		In Paragraph No.16, Page No. 6 of the Draft Allotment Letter It is specifically clarified and understood by the Allotee(s) that the Promoter is at liberty and are fully entitled to incorporate additional terms and conditions in the proposed Agreement for Sale over and above the terms and conditions as set out in this Allotment Letter.
18.	Headings are inserted convenience only and shall not affect the construction of various Clause of this allotment letter.	In Paragraph No.17, Page No.6 of the Draft Allotment Letter Headings are inserted for convenience only and shall not affect the construction of the various Clauses of this Allotment Letter.

Yours sincerely,

For **Princecare Amaraa LLP**

_____

[insert name of authorized signatory]
[insert designation]