



KUMAR PROPERTIES LIFESPACES PVT LTD.

PRESENT FOR YOUR FUTURE

Date: 18/04/2024

Deviation Report

Document Type: Allotment Letter

Project Name: **Kumar Parv F, G AND H**

Project Land: land admeasuring 7548.82 sq mtrs. bearing Gat No- 103(P), 104, 106(P), 108 thereon as per the plans approved by the Pimpri Chinchwad Municipal Corporation lying, being and situated at Village Borhadewadi, Taluka - Haveli, District - Pune, within the limits of the Pimpri Chinchwad Municipal Corporation and within the registration District Pune Sub-District- Taluka Haveli.

Promoter Name: **M/s. Kumar Properties Lifespaces Private Limited**

Please find appended below the list of deviations in the Said Allotment Letter:

A. List of Clauses that have been amended by Promoter in the Allotment Letter is produced hereunder and the same is also highlighted in yellow color in the said Allotment Letter:

(i) Clause 2 – added portion:

Allotment of parking space(s):

Further I/ we have the pleasure to inform you that, as proposed by the Allottees to the Promoter that, the Parking Space provided in the Said Building Project as per the plans sanctioned by the PCMC (Pimpri Chinchwad Municipal Corporation) and for parking the vehicles of the Flat Purchasers in the Said Building Project, may be laid/designed and earmarked in such a manner so as to ensure that, the utilization of the parking space is made by all the flat purchasers in the said building project to suit their parking requirements and which will also avoid future differences amongst the flat purchasers with respect to the parking space. Therefore, for the convenience of the flat purchasers the Parking Space may be allocated / earmarked for use of the same by the respective flat purchasers. However such allocation / earmarking of the parking space will not mean and construe that the parking space is alienated and or transferred to the flat purchaser and the parking space

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shall always remain common property of the Society of all the flat purchasers in the said building project and any such allocation or earmarking of the parking space shall be treated to be only symbolic allocation for better management of the parking space amongst all the flat purchasers without any exclusive ownership claim over the parking space. Subject to this condition the Promoter has agreed to earmark / allocate one (Covered / Open) car parking space bearing No. on the _____ floor in the parking provided in the said building project to be used by the Purchaser / allottee for parking his / her / their vehicle subject to the final Conveyance Deed of the Said Building Project in favour of the Society of all the flat purchasers in the Said Building Project.

(ii) Clause 12 – added portion:

Execution and registration of the agreement for sale:

i) You shall execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within a period of 2 month 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.

* In the event the booking amount is collected in stages and if the Allottee fails to pay the subsequent stage installment, the promoter shall serve upon the Allottee a notice calling upon the Allottee to pay the subsequent stage installment within 15 (Fifteen) days which if not complied, the promoter shall be entitle to cancel this Allotment Letter. On cancellation of the allotment letter the promoter shall be entitle to forfeit the amount paid by the Allottee or such amount as mentioned in the table enumerated in Clause 9 whichever is less. In no event the amount to be forfeited shall exceed the amount mentioned in the above refer table. Except for the above all the terms and conditions as enumerated in this allotment letter shall be applicable even for cases where booking amount is collected in stages.

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 2 months from the 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 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.

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 Lending Rate plus two percent.

We say that this disclosure is to the best of our knowledge and as per the information available with us as on date. The Draft of Allotment Letter has been prepared and submitted to MahaRERA on 18/04/2024. In event of any subsequent changes in the draft, which shall not be contrary or inconsistent with the provisions of RERA and the Rules and Regulations made thereunder, then the same shall be subsequently submitted to MahaRERA and uploaded on MahaRERA website along with its deviation report.

For, M/s. Kumar Properties Lifespaces Private Limited


Director