



DEVIATION REPORT WITH RESPECT TO MODEL FORM OF ALLOTMENT LETTER

Re: Proposed project known as “.....” to be constructed on the portion of land adms. 2238 sq. mtrs., or thereabouts, bearing Final Plot No. 34 T.P.S. II of Andheri (Second Variation) Final and CTS No. 171 of Village: Andheri, Taluka: Andheri in the registration district and sub-district of Mumbai suburban situate, lying and being at Jay Prakash Road, Andheri (West), Mumbai (“**Project Land**”).

The Plot area 3086.27 is bifurcated as below

01. Plot Area 838.00 sq.mtrs belongs to La Serena existing building in the plot
02. Plot Area 652.27 sq.mtrs belongs to Bungalow
03. RG Area is 600 sq.mtrs
04. Plot Area 996.00 sq.mtrs belong to project which is being registered as Umar Park.

ADDITION / MODIFICATION / CLARIFICATION PROPOSED BY THE PROMOTER TO THE MODEL FORM OF THE ALLOTMENT LETTERS (AS ANNEXED BELOW) ARE HIGHLIGHTED IN YELLOW COLOUR AND DELETION IS HIGHLIGHTED IN GREY COLOUR AS UNDER:



1. **ADDITION/MODIFICATION/CLARIFICATION TO CLAUSE 1 IN THE PROMOTER'S ALLOTMENT LETTER: ALLOTMENT OF THE SAID APARTMENT:**

This has reference to your request referred in the above subject. In that regard, we have the pleasure to inform that you have been allotted a residential unit being a [•] BHK flat bearing no.[•] to be located on the [•] floor in the Project ("the said Apartment") and which is registered as a real estate project, having MahaRERA Registration no.[•] for a total consideration of Rs. [•]/- (Rupees [•] only) ("Sale Consideration") exclusive/inclusive of GST, stamp duty, registration charges and other one- time charges/ deposits. The RERA carpet area of the said Apartment is [•] square meters equivalent to [•] square feet and the Additional Area i.e. the exclusive balcony/utility areas appurtenant to the said Apartment for your exclusive use, is [•] square meters equivalent to [•] square feet.

2. **ADDITION/MODIFICATION/CLARIFICATION TO CLAUSE 2 IS HIGHLIGHTED IN YELLOW COLOUR AND DELETION IN PARAGRAPH 2 IN THE PROMOTER'S ALLOTMENT LETTER IS HIGHLIGHTED IN GREY COLOUR: ALLOTMENT OF COVERED PARKING SPACE/S:**

Further, we have the pleasure to inform you that you have been allotted along with the said Apartment, [•] covered car parking space/s at basement /podium /stilt bearing no [•] admeasuring [•] square meters equivalent to [•] square feet/ stilt parking bearing



no. [.] admeasuring square meters equivalent to [.] square feet/ mechanical car parking unit bearing no. [.] admeasuring [.] square meters equivalent to [.] square

feet on the terms and conditions as enumerated in the agreement for sale to be entered into and executed between us.

3. **ADDITION/MODIFICATION/CLARIFICATION TO PARAGRAPH 5**
IN THE PROMOTER'S ALLOTMENT LETTER:
ENCUMBRANCES:

We hereby confirm that no encumbrance has been created, as on date, in respect of the said Apartment and we hereby further confirm that the said Apartment is free from all encumbrances

4. **ADDITION/MODIFICATION/CLARIFICATION TO PARAGRAPH 9**
IN THE PROMOTER'S ALLOTMENT LETTER:
ENCUMBRANCES:

In case you desire to cancel the booking an amount mentioned in the table hereunder written * would be deducted and retained by us 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 us to cancel the said booking.

Sr. Nos.	If the letter requesting to cancel the booking is received	Amount to be deducted and retained by us.
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 Consideration of the Apartment;
3.	Within 31 to 60 days from issuance	1.5% of the Consideration of the



	of the allotment letter;	Apartment;
4.	After 61 days from issuance of the allotment letter, until execution and registration of the agreement for sale between us in respect of the said Apartment.	2% of the Consideration of the Apartment;

**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 the date of receipt of your letter requesting to cancel the booking of the said Apartment, you shall be entitled to receive the balance amount with interest calculated at the Interest Rate.

5. ADDITION/MODIFICATION/CLARIFICATION TO PARAGRAPH 12 IN THE PROMOTER'S ALLOTMENT LETTER: 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 months from the date of issuance of this allotment 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.
- 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, 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 Sale Consideration of the said



Apartment 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 within interest calculated at the Interest Rate.
- iv. The agreement for sale to be executed between us with respect to sale of the said Apartment, shall be treated as the principal instrument as contemplated by Section 4 of the Maharashtra Stamp Act, 1958 and this Allotment letter and all consequential writings/ documents that may be executed (and registered, if required) between us in respect of the transaction recorded herein (except the agreement for sale) and/ or in the implementation of the provisions of the agreement for sale, shall be considered to be the ancillary / other instruments contemplated by the aforesaid Section 4 of the Maharashtra Stamp Act, 1958.

Dated:

Place: Mumbai

Mr. Amir Amanullah Mohamed Yusuf,

**Proprietor of ARY DEVELOPERS
(Owner as developer)**