

SELENITE PROPERTIES PRIVATE LIMITED

Date :04/03/2023

To,

MAHARERA,

6th & 7th Floor, Housefin Bhavan,

Plot No. C-21, E- Block,

Bandra Kurla Complex, Bandra (E),

Mumbai-400051.

Sub:- Deviation Report in respect to Allotment Letter prescribed by the Authority under "Annexure -1" of Order No.35/2022 dated 12/8/2022 .

Project: - The Midas Residences Phase -2 , at Survey No. 44/5/1, 44/6/1(P),44/5/2(P),44/7 at Village – Balewadi Tal. Haveli, Dist. Pune

Sr. No.	As per Pro-forma of the Allotment Letter prescribed under "Annexure - 1" of Order No. 35/2022 dated 12.08.2022	Proposed deviations/modifications in the Pro- forma of the Allotment Letter.									
1.	Page No. 1 (Point No.1) Allotment of the said Unit 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 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	Allotment and Price of the Said Unit Details of Price and Other Charges Following are the charges payable against Flat <table><thead><tr><th>Sr. No</th><th>Head</th><th>Amount</th></tr></thead><tbody><tr><td>1</td><td>Price of Apartment (lump sum basis)</td><td>Rs.-----</td></tr><tr><td>2</td><td>Stamp Duty and Registration</td><td>Presently Stamp Duty Rs. _____ /- Rs. _____ /- STAMP DUTY PAID BY PROMOTER : Promoters have availed the concession benefit for payment of premium for paid and ancillary FSI vide government</td></tr></tbody></table>	Sr. No	Head	Amount	1	Price of Apartment (lump sum basis)	Rs.-----	2	Stamp Duty and Registration	Presently Stamp Duty Rs. _____ /- Rs. _____ /- STAMP DUTY PAID BY PROMOTER : Promoters have availed the concession benefit for payment of premium for paid and ancillary FSI vide government
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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) _____ / 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.			of Maharashtra UD Department Circular No. TPS-1820/ ANOU.27/ PRA. KRA. 80/ 20/ NAVI-13 dated 14/01/2021. In compliance with said Govt. the said unit (forming subject matter of this agreement) has been earmarked against paid and ancillary FSI. In compliance with said Govt. Order promoter is bound to pay the Stamp duty charges for sale of said unit. Accordingly the entire stamp duty has been borne and paid by the promoter. The purchaser has also signed a separate declaration to that effect. The promoter has not received, directly or indirectly, any amount towards stamp duty and registration from the purchaser. Or Actual stamp duty payable by Allottee where this rule is not applicable
	3	GST (Goods & Service Tax)	Rs. _____/- as on date and as may be changed from time to time. The GST at above rate or such other applicable rate shall be paid proportionate to and at the time of receipt of each instalment.
	4	Maintenance and outgoing from delivery of possession till handing over to the organization of Apartment owner/s	Rs. _____/- Maintenance Rs. _____/- Maintenance Deposit The applicable GST shall be paid on above maintenance amount of as required from time to time. Purchaser is also aware that in event of delay in receiving the maintenance affairs by the co-operative housing society the requisite GST and other taxes shall be paid off from the maintenance deposit/ maintenance charges as the case may

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		be. Applicable GST be paid from above collected amount. After formation of co-operative housing society/ company or such other entity, the unit holders shall have to pay maintenance (charges/advance) in proportionate to co-operative housing society/ company or such other entity
5	Legal Charges	____/-
6.	Society Formation & Share Money	____/-
The maintenance activities may be outsourced/ assigned to any maintenance agency either partly or fully at the sole discretion of promoters and at the time of conveyance of the building or prior thereto or at the time of handing over the maintenance affairs to the organization of unit holder's entire residual amount in the said account shall be transferred to account of such organization while the applicable GST shall be paid from the amount so collected from time to time. The aforesaid advance maintenance amount has been worked out on the basis of present market conditions however for any reason such as on account of inflation or other exigencies, Increased in GST Charges, additional amounts are to be contributed for maintenance corpus, the purchaser/s agree/s that he/ she/ they shall be bound to contribute proportionate amount in that behalf. Hence it shall be responsibility of the proposed co-operative housing society to take over the maintenance activities immediately upon intimation by the promoter.		

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2	NA	Page No.3 (Clause No.2) DETAILS OF AGENCY (IF ANY, FOR PRESENT TRANSACTION) a. Name of Agency/ Real Estate Agent - _____ b. RERA registration No. of Real Estate Agent - _____ It is also clarified between us that irrespective of the representations by broker, agency for marketing, sale etc. for the project you have been specifically provided all factual, true and legal information about the project and apartment and over and above the information provided in Allotment Letter and agreement you will not rely upon any other advertisement, broker commitments, representations in any advertisements etc.;
3	Allotment of Car Parking : Further We have the pleasure to inform you that you have been allotted an open car parking bearing No. \ without consideration	Page No.4 (Clause No.3) Allotment of Parking Space(s) There shall not be exclusive allotment, sale etc. of covered or open parking however the promoters shall facilitate the allocation of parking as below: I/ we have the pleasure to inform you that you have been allotted along with the said unit, (-----) Parking Space without Monetary consideration.
4	Further Payment : 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.	Page No.5 (Clause 7) Further Payment : Further payments towards the consideration of the said unit 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 as below and in the agreement for sale to be entered into between ourselves and yourselves. Payment Schedule
5	Other Payment : You shall make the payment of GST, stamp duty (If applicable), registration charges & Maintenance amount , as	Page No.6(Clause No.11) Other Payments : You shall make the payment of GST, stamp duty (If applicable) ,

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	applicable and such other payments as more specifically mentioned in the agreement for sale, the proforma whereof is enclosed herewith in terms of Clause 12 hereunder written.	registration charges & Maintenance amount , 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 12 hereunder written.
6	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 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, 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.	Page No 6 & 7 (Clause No.13) 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 30 days from the date of issuance of this letter. In the event if you fails to pay the subsequent stage installment, we shall serve upon a notice calling upon to pay the subsequent stage installment within 15 (fifteen) days which if not complied, we shall be entitled to cancel this allotment letter. On cancellation of the allotment letter we are entitled to forfeit the amount paid by you or such amount in the Table enumerated in Clause 10 whichever is less. 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 of 30 days from the date of issuance of this letter, 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 (If any) and payable

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	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.	referred in Clause 13 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.
7	NA		Page No.7 (Clause No.14) <u>DUE SERVICE OF NOTICE/ COMMUNICATION</u> Any communication by one party to the other by e-mail given below and/or by issuance of registered letter/ post acknowledgement duly dispatched at the address given below in the agreement or changed address intimated in writing. Returning of the letter with remark "left address", "not claimed", "intimation delivered" shall be deemed due service provided the changed address is intimated in writing; Name of the allottee: Address : E-mail : Name of the Promoter: Address: E-mail:
8	NA		Page No.7 (Clause No.15) Joint Allottees : That in case there are Joint Allottees all communications shall be sent to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as

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	properly served on all the Allottees		
9	NA Page No.8 (Clause No.18) OTHERS : i) The promoter reserve right to revise the sanction plans in case the same is required by the planning authority or by technical experts. ii) The draft of agreement is uploaded on RERA portal and we will not be able to make any changes in the standard draft except your personal details such as Name, Unit Number, Consideration value etc. iii) The rights and interests of present allotment are non-transferable and non-heritable without our written permission. iv) Promoters disclosed all the present/ future plans/ layout to the Allottee/s/ purchaser/s. v) No changes/Modifications/Customizations/Extra work amendments in the unit shall be allowed/accepted. vi) The allottee is not allowed to visit the Project during construction phase due to safety and security reasons. vii) The Promoter shall have the right to obtain Finance for construction during the course of development.		
10	NA Page No.11 : Acknowledgement of Document along with Letter of Allotment I /We applied for purchase of Flat No _____ in the Project _____. You have issued us the allotment letter along with following documents/ details as marked and annexed with Letter of Allotment, as detailed hereunder: <table><tr><td>Document</td><td>Signature</td></tr></table>	Document	Signature
Document	Signature		

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	Standard Draft of Agreement to sale which is uploaded on RERA portal.	
	Original Allotment letter	
	RERA Registration Certificate	

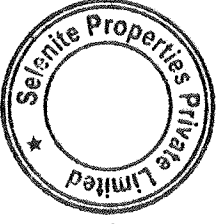
The above deviations are not prejudicial to the interests of the purchasers/allottees, but are included to increase transparency and clarity in the agreement to sale.

As a result, it is requested that the deviation be allowed to be incorporated as a standard clause into the agreement to sale.

Thanks.

Pune

Date: 04/03/2023



Yours Truly,

SELENITE PROPERTIES PRIVATE LIMITED

(Formerly known as Selenite Properties LLP),