

DEVIATION REPORT WITH RESPECT TO MODEL FORM OF ALLOTMENT LETTER

Re- Proposed project to be known as “**Jade Park**” to be constructed on a portion of the land bearing plot Nos. 976, 978, 978/1 to 14, 979, 979/1 to 8, 981, 981/1 to 20, 982(pt), 986, 986/1 to 26, 987, 987/1 to 52, 989, 989/1 to 37, 1156, 1157, 1157/1 to 3, 1158, 1158/2 to 4, 1159, 1159/1, 1162 A & C CTS Nos. 976, 978, 978/1 to 14, 979, 979/1 to 8, 981, 981/1 to 20, 982 (pt), 986, 986/1 to 26, 987, 987/1 to 52, 989, 989/1 to 37, 1155, 1155/1, 1156, 1157, 1157/1 to 3, 1158, 1158/2 to 4, 1159, 1159/1, 1162 A and C of Village Vile Parle West, Taluka Vile Parle situate, lying and being at Vile Parle (West), Mumbai – 400 056 (“**Project Land**”).

ADDITIONAL/MODIFICATION/CLARIFICATION PROPOSED BY THE PROMOTER TO THE MODEL FORM OF THE ALLOTMENT LETTER AND ADOPTED IN PROMOTER’S ALLOTMENT LETTER (AS ANNEXED BELOW) ARE HIGHLIGHTED IN YELLOW COLOUR AS UNDER:

1. ADDITIONAL/MODIFICATION/CLARIFICATION TO PARAGRAPH 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 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/deck/utility areas appurtenant to the said Apartment for your exclusive use, is [•] square meters equivalent to [•] square feet.**

2. ADDITIONAL/MODIFICATION/CLARIFICATION TO PARAGRAPH 5 IN THE PROMOTER’S ALLOTMENT LETTER: ENCUMBRANCES

Save and except more particularly disclosed in the details of encumbrances relating to finance as uploaded on the website of MahaRERA, we hereby confirm that no



encumbrance has been created in respect of the said Apartment.

3. ADDITIONAL/MODIFICATION/CLARIFICATION TO PARAGRAPH 9 IN THE PROMOTER'S ALLOTMENT LETTER: CANCELLATION OF ALLOTMENT:

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 said Apartment;
3.	within 31 to 60 days from issuance of the allotment letter;	1.5% of the Consideration of the said 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 said 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. ADDITIONAL/MODIFICATION/CLARIFICATION TO PARAGRAPH 10 IN THE PROMOTER'S ALLOTMENT LETTER: OTHER PAYMENTS

You shall make the payment of GST, stamp duty and registration charges, as applicable (including all incidental and/or out of pocket expenses involved herein) and such other payments/one-time charges/ deposits as more specifically mentioned in the agreement for sale, the proforma whereof is enclosed herewith in terms of Clause 11 hereunder written.

In the event of cancellation of booking of the said Apartment as set out in clause 9 hereinabove, the amount/s that have been paid towards GST and/or other taxes by you shall be refunded by us, subject only to the same being received by us from the concerned government/ statutory authorities and only to the extent received as refund.

6. ADDITIONAL/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



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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.

For Shreepati Rise Estate LLP



Authorised Signatory



Date: - 18th November 2024

Place: - Mumbai