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Date: 15/02/2025

To,
The Registrar,
Maharashtra Real Estate Regulatory Authority,
Mumbai

Ref: Allotment Letter Deviation Sheet

Sir,

To the best of our knowledge and belief; the Model Form of Allotment Letter is as prescribed by the MahaRERA, however the minor changes made are attached with the deviation sheet.

The Draft Allotment Letter will be executed as per terms agreed between us and Allottees within the basic structure and format as per Draft Allotment Letter attached and as prescribed under MahaRERA Rules.

For M/s **SUNNY DEVELOPERS AND BUILDERS LLP**



Sunny D. Shah

Partner



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Sr. No.	Clauses	Model form of Allotment Letter (Annexure-1)	Draft Allotment Letter
1.	3 (D)	Not Mentioned	This allotment letter is issued to you on the understanding and assurance given by you to us that you will enter into regular Agreement for Sale under the provisions of the Real Estate (Regulation and Development) Act, 2016 (as amended up to date) on terms and conditions as recorded in the draft Agreement for Sale (as uploaded on MahaRERA website) and further you undertake to pay applicable duties, taxes, registration charges, registration fees, scanning charges and other miscellaneous expenses, etc. All the terms and conditions Mentioned in the Allotment Letter and/or Agreement for Sale or such other documents executed for sale of the Apartment shall be binding on you and confirm that this allotment is the basis of commercial understanding of the parties.
2.	9(ii)	Not Mentioned	to be calculated from 46 th day of default.
3.		Not Mentioned	Terms and Conditions: (these are further terms and conditions added to secure the transaction and mitigate the chances of dispute in future <u>Notwithstanding anything contained herein; following Terms and Conditions shall be followed:</u> 1. All the terms and conditions Mentioned in the Draft Agreement to sale document which



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			is available on RERA website and personally shown to the allottee are applicable to this letter of allotment. 2. Upon issuance of this Letter of Allotment, the Allottee shall be liable to pay the aforesaid Consideration Value shown in the Table as per Annexure-A attached herewith. 3. The Society formation and Other Charges as specified in Annexure 'B' hereto together shall be paid by the allottee at appropriate time. 4. The payment of the balance consideration shall be made in instalments as provided herein and the payment of instalments within stipulated time-frame will be of essence of this contract. In case if you default in making payments on or before due date(s), the consequences arising therefrom, as more particularly described in the Draft Agreement for Sale, copy whereof is already shared with you, shall follow. 5. The Promoters shall be entitled for such modification in the said project, as described in the Draft Agreement for Sale subject to a condition that the same shall not affect the facing, floor, total admeasurement (more than +/- 3%) of the said premises. That building plans and layout are subject to changes and approval of Municipal
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			Corporation/Planning Authority and other authorities. We reserve our rights to make additions or amendments as may be necessitated from time to time. 6. We shall endeavour to give possession of the said premises to you as early as possible, subject to force majeure circumstance, change in development policies, etc. and reasons beyond our control with a reasonable extension of time for possession. 7. Allottee is aware that the said project is constructed in accordance with provision of Regulation No. 33(7) (B) of DCPR-2034 and accordingly clubbed with 33 (20) (B) of DCPR-2034 namely "STUTI" undertaken on land bearing Survey No.109, Hissa No.3 and 5 part and CTS No.551/70 admeasuring 731.50 square meters of Village Nahur, Mulund (West) within the Mumbai Suburban District (MSD) in the T Ward of Municipal Corporation of Greater Mumbai (MCGM) under IOD No. P-19076/2023/(551/70)/T Ward/NAHUR - T/IOD/1/New. 8. Upon execution of this Allotment Letter indicating your acceptance hereof, you have confirmed that irrespective of any disputes, which may arise between us, you shall punctually pay all amounts, contributions,
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			deposits and consideration price, taxes, etc. payable hereunder, and shall not withhold them for any reason whatsoever in default of which, we shall be entitled to unilaterally terminate this allotment without any further reference to you. 9. The possession of the said Premises shall be delivered to you against the payment of the entire sale consideration by you and all the other amounts such as security deposit, water meter deposit, electricity meter deposit, share money, application fees etc., which will be qualified in the formal agreement to be executed. 10. The possession of the said Premises shall be handed over after the completion of the said building and on obtaining the necessary Occupation Certificate/Building Completion Certificate in respect thereof from the Municipal Corporation. 11. You shall use the said Flat/shop/office or any part thereof only for the purpose of residence/commercial activity and the car parking space for the purpose of parking your light vehicle. 12. The Stamp Duty and Registration Charges and all other taxes applicable on the Agreement for sale, shall be borne and paid by you.
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			13. Commencing a week after the notice in writing is given offering possession of the said Flat to you, you will be liable to pay all outgoings, taxes, water charges, cess etc., levied by the concerned authorities and maintenance charges in respect thereof, irrespective of whether possession of the said Premises have been taken by you or not. 14. In the event any amounts remain unpaid under this Allotment Letter we shall have first lien and charge on the said Premises. 15. The allottee shall not transfer resale this unit without prior consent of Promoter. 16. We place on record that this Allotment Letter is not transferrable. Kindly further take note that in the event you desire to terminate this contract, you/all of you shall make an application in writing addressed to us along with such necessary documents so as to secure our interest (including but not limiting to Bond of Indemnity, Affidavit, etc.); and this allotment/contract shall be deemed to be terminated only after the said premises is sold to some other third party or within 4 months from the date of receipt of such application, whichever is earlier and against such termination, you shall be entitled to get refund of amount, money deposited and paid by you after deduction of taxes, charges and
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			liquidated damages as may be applicable and more particularly specified in the draft Agreement for Sale already shared with you. 17. In the event the allottee fails to make payment after booking the unit till the registration of the Agreement for Sale, over and above clause 9 of this letter, Allottee shall be liable to bear and pay the liquidated damages of 2% on the total consideration amount, brokerage charges (if any) incurred by the Promoters in respect of the concerned transaction, taxes, etc. (hereinafter cumulatively referred to as "cancellation charges") and additional sum of GST or such other taxes, as may be applicable for such cancellation charges shall be recovered and the rest amount (if any) will be refunded with no interest. Notwithstanding any other clause of this Allotment Letter or Agreement for Sale, you shall remain personally liable to bear and pay the cancellation charges even if the amounts paid by you fall short to meet the same. The liquidated damages are mutually agreed and shall not be subjected to any question or doubt in future. 18. All Letters, circulars, receipt and/or notices to be served on allottee as contemplated by this present shall be deemed to have been duly served if sent by registered post A.D. at
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			the address given by the allottee to us or on e-mail address provided which will be sufficient proof of receipt of the same by the allottee and shall completely and effectively discharged of our entire obligations. Service on any of the Allottees (in case Allottees are more than one) in the mode prescribed hereinabove shall be treated as a valid and good service on other Allottees, whether personally served or not. 19. All the aforesaid terms and conditions are applicable and binding upon your legal heirs, executors, successors and assigns. 20. This Letter of Allotment shall be governed and interpreted by and constructed in accordance with the laws of India. The Competent Court of Law at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Letter of Allotment. Any dispute shall be settled by a Sole Arbitrator and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.
5.		Not Mentioned	Annexure-A (Payment Plan): This is the payment plan. We believe that allottee shall be made aware of payment plan at the time of allotment itself. The



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			Payment plan is in consonance with the payment plan as per the Model RERA Agreement
6.		Not Mentioned	Annexure-B (Charges paid by Allottee on or before taking possession): For the sake of clarity, we are desirous that our Allottees are informed about the other charges payable at the time of issuance of Allotment Letter in order to avoid disputes in future.