

K Raheja Corp Real Estate Private Limited

(Formerly known as Feat Properties Private Limited)



DEVIATION REPORT WITH RESPECT TO MODEL FORM OF ALLOTMENT LETTER

Re: Proposed project known as "Maestro" ("Project") to be developed on land bearing CTS No.971 of Village Juhu, Taluka Andheri, Mumbai Suburban District, admeasuring 3278.20 sq.mtrs. as per property card, [reduced by setback area admeasuring 312.80 square meters (as per latest mutation in property card)] to 2965.40 square meters (as per latest mutation in property card); and 2871.26 square meters (as per physical measurement), situate, lying and being at Juhu Tara Road, Juhu, Mumbai- 400 049 ("Project Land").

A. THE DEVIATION(S) PROPOSED BY THE PROMOTER TO THE MODEL FORM OF ALLOTMENT LETTER IS/ARE AS UNDER:

1. Clause 2 of Model Form of Allotment Letter - Allotment of Covered Parking Space(s):

Further, we have the pleasure to inform you that as incidental to the purchase of the said Residential Unit, you will be permitted to park (without payment of any consideration to us) in covered car parking spaces(s) no. [●] admeasuring [●] sq. mtrs. equivalent to [●] sq. ft. / mechanical car parking unit bearing no. [●] admeasuring [●] sq. mtrs. equivalent to [●] sq. ft. on the first/second/third basement levels of the Project on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

B. ADDITIONAL CLAUSES BY WAY OF CLARIFICATIONS PROPOSED BY THE PROMOTER TO THE MODEL FORM OF ALLOTMENT LETTER ARE AS UNDER:

1. Clause 3 of the Model Form of Allotment Letter - Receipt of part consideration:

This booking deposit/advance payment paid as stated above shall be adjusted towards the Consideration upon execution of the agreement for sale and shall remain with us until then and will not carry any interest.

2. Clause 9 of the Model Form of Allotment Letter – Cancellation of allotment:

4.	After 61 days from issuance of the Allotment Letter, and until execution and registration of the agreement for sale with respect to the said Residential Unit.	2% of the Consideration.
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3. Clause 10 of the Model Form of Allotment Letter – Other payments:

In the event of cancellation of booking 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.

x

CIN : U40300MH2007PTC287012

4. **Clause 12 of the Model Form of Allotment Letter - Execution and registration of the Agreement For Sale:**

The agreement for sale to be executed between ourselves and yourselves with respect to sale of the said Residential Unit, 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 ourselves and yourselves 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.

- C. The deviations and additions proposed by the Promoter to the Model Form of Allotment Letter are highlighted in Yellow Colour in the draft Allotment Letter enclosed herewith.

For K. Raheja Corp Real Estate Private Limited



Mr. Sunil M. Hingorani
Director

Date: 3rd April 2023
Place: Mumbai

ANNEXURE "1"
MODEL FORM OF ALLOTMENT LETTER

No.

Date: [●]

To,
Mr./Mrs./Ms. [●]
Address [●]
Telephone / Mobile number [●]
Pan Card No. [●]
Aadhar Card No. [●]
Email ID: [●]

Sub: Your request for allotment of residential premises being Flat No.[●] on [●] Floor of the building/project named as "Maestro" ("Project"), to be developed on land bearing CTS No. 971 of Village Juhu, Taluka Andheri, Mumbai Suburban District, admeasuring 3278.20 sq.mtrs. as per property card, [reduced by setback area admeasuring 312.80 square meters (as per latest mutation in property register card)] to 2965.40 square meters (as per latest mutation in property register card); and 2871.26 square meters (as per physical measurement), situate, lying and being at Juhu Tara Road, Juhu, Mumbai- 400 049 ("Project Land").

Sir/Madam,

1. Allotment of the said Residential Unit:

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, having MahaRERA Registration No. [●] ("the said Residential Unit") for a total consideration of Rs.[●] (Rupees [●] only) ("Consideration") exclusive of GST, stamp duty, registration charges and other one-time charges/deposits. The RERA carpet area of the said Residential Unit is [●] sq. mtrs. equivalent to [●] sq. ft. and the Exclusive Areas {i.e. the aggregate area of the exclusive balcony/ enclosed balcony/ verandah/ open terrace (as applicable) appurtenant to the net usable floor area of the said Residential Unit} is [●] sq. mtrs. equivalent to [●] sq. ft.

2. Allotment of Covered Parking Space(s):

Further, we have the pleasure to inform you that as incidental to the purchase of the said Residential Unit, you will be permitted to park (without payment of any consideration to us) in covered car parking space(s) no.[●] admeasuring [●] sq. mtrs. equivalent to [●] sq. ft. / mechanical car parking unit bearing no.[●] admeasuring [●] sq. mtrs. equivalent to [●] sq. ft. on the first/second/third basement levels of the Project on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between

ourselves and yourselves.

3. Receipt of Part Consideration:

We confirm to have received from you an amount of Rs.[●] (Rupees [●] only), being 10% of the Consideration of the said Residential Unit as booking deposit/ advance payment on [●], through [●].

OR

A. You have requested us to consider payment of the booking deposit/advance payment in stages which request has been accepted by us and accordingly we confirm to have received from you an amount of Rs.[●] (Rupees [●] only), being [●]% of the Consideration of the said Residential Unit as part of booking deposit/ advance payment on [●], through [●]. The balance [●]% of the booking deposit/advance payment shall be paid by you in the following manner:

- a) Rs.[●] (Rupees [●] only) on or before [●];
- b) Rs.[●] (Rupees [●] only) on or before [●];
- c) Rs.[●] (Rupees [●] only) on or before [●];
- d) Rs.[●] (Rupees [●] only) on or before [●];

B. If you fail to make payment of the balance [●]% of the booking deposit/advance payment within the time period stipulated above, further action as stated in Clause 12(a) hereunder written shall be taken by us as against you.

This booking deposit/advance payment paid as stated above shall be adjusted towards the Consideration upon execution of the agreement for sale and shall remain with us until then and will not carry any interest.

4. Disclosure of information:

We have made available to you the following information namely:-

- (a) The sanctioned plans, along with specifications, as approved by the competent authority are displayed at the project site and has also been uploaded on MahaRERA website.
- (b) The stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity is as stated in **Annexure-A** attached herewith and,
- (c) All required documents and information pertaining to the Project are uploaded on the website of MahaRERA and the website address is

5. Encumbrances:

The following Loan arrangements have been entered into with respect to the Project Land and the Project thereon:

- (i) Master Loan Agreement executed on 14th January, 2023 between The Hongkong and Shanghai Banking Corporation Limited ("HSBC") and ourselves ("First Loan Arrangement");
- (ii) Master Loan Agreement executed on 21st January, 2023 between The Hongkong and Shanghai Banking Corporation Limited ("HSBC") and our group company viz. K Raheja Private Limited ("KRPL") ("Second Loan Arrangement").

Under the First Loan Arrangement we have agreed to avail financial assistance/loan from HSBC ("Promoter Loan") and secure repayment of the Promoter Loan by creating first and exclusive mortgage on the Project Land and the Project thereon, on the terms and conditions recorded therein. Under the Second Loan Arrangement, KRPL has agreed to avail financial assistance/loan from HSBC ("KRPL Loan") and secure repayment of the KRPL Loan by creating First Pari passu charge over the Project Land and Project thereon, on the terms and conditions recorded therein. We have so far not created any encumbrance on the Project Land, Project and/or the said Residential Unit, however the mortgage deed(s) with respect to the Promoter Loan and KRPL Loan are in the process and yet to be executed.

6. Further payments:

Further payments towards the Consideration of the said Residential 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 in the agreement for sale to be entered into between ourselves and yourselves.

7. Possession:

The possession of the said Residential Unit shall be offered to you on or before 30th November, 2026, subject to the payment by you of the Consideration of the said Residential Unit and all other amounts payable by you with respect to the said Residential Unit, in the manner and at the times as well as per the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

8. Interest payment:

In case of delay in making any payments, you shall be liable to pay the delayed amounts together with interest thereon at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

9. Cancellation of allotment:

- (a) 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, if any 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;
3	within 31 to 60 days from issuance of the Allotment Letter;	1.5% of the Consideration;
4	after 61 days from issuance of the Allotment Letter, and until execution and registration of the agreement for sale with respect to the said Residential Unit.	2% of the Consideration.

- (b) In the event the amount due and payable referred in Clause 9 (a) above is not refunded within 45 days from the date of receipt of your letter requesting to cancel the said booking, 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.

10. Other payments:

You shall make the payment of GST, stamp duty and registration charges, levies etc. 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 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.

11. Proforma of the agreement for sale and binding effect:

The proforma of the agreement for sale to be entered into between ourselves and yourselves is enclosed herewith for your ready reference. Forwarding the proforma of the agreement for sale does not create a binding obligation on the part of ourselves and yourselves until compliance by yourselves of the mandate as stated in Clause 12 (b)

below.

12. Execution and registration of the agreement for sale:

- (a) If you fail to pay the booking deposit/advance payment in stages as setout in Clause 3(A), we shall be entitled to serve upon you a notice calling upon you to pay the defaulted/delayed instalment of the booking deposit/advance payment, within 15 days of the notice, which if not complied, we shall be entitled to cancel this Allotment Letter and further we shall be entitled to forfeit the amount paid by you or such amount as setout in Clause 9(a), whichever is less.
- (b) 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.
- (c) 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 2 months from the date of issuance of this Allotment Letter or within such period 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 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 Consideration of the said Residential 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.
- (d) In the event the balance amount referred in Clause 12(c) 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.
- (e) The agreement for sale to be executed between ourselves and yourselves with respect to sale of the said Residential Unit, 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 ourselves and yourselves 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.

13. Validity of Allotment Letter:

This Allotment Letter shall not be construed to limit your rights and interest upon execution and registration of the agreement for sale between ourselves and yourselves.

Cancellation of allotment of the said Residential Unit hereafter, shall be covered/governed by the terms and conditions of the said registered document.

14. Headings:

Headings are inserted for convenience only and shall not affect the construction of the various Clauses of this Allotment Letter.

K Raheja Corp Real Estate Private Limited

(Director/Authorised Signatory)
Email id: [●]

Place: **Mumbai**

CONFIRMATION & ACKNOWLEDGEMENT

I/We have read and understood the contents of this Allotment Letter and the Annexure. I/We hereby agree and accept the terms and conditions as stipulated in this Allotment Letter.

Signature: [●]

Name: [●]

(Allottee 1)

Signature: [●]

Name: [●]

(Allottee 2)

Date: [●]

Place: [●]

Annexure – A		
Stage wise time schedule of completion of the Project		
Sr. Nos.	Stages	Date of Completion
1	Excavation	
2	Basements	
3	Podiums (if any)	
4	Plinth	
5	Stilt (if any)	
6	Slabs of super structure	
7	Internal walls, internal plaster, completion of floorings, doors and windows	
8	Sanitary electrical and water supply fittings within the said units	
9	Staircase, lifts wells and lobbies at each floor level overhead and underground water tanks	
10	External plumbing and external plaster, elevation, completion of terraces with waterproofing	
11	Installation of lifts, water pumps, firefighting fittings and equipment, electrical fittings, mechanical equipment, finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to building / wing, compound wall and all other requirements as may be required to complete project as per specifications in agreement of sale, any other activities	
12	Internal roads & footpaths, lighting	
13	Water supply	
14	Sewerage (chamber, lines, septic tank, STP)	
15	Storm water drains	
16	Treatment and disposal of sewage and sullage water	
17	Solid waste management & disposal	
18	Water conservation / rain water harvesting	
19	Electrical meter room, sub-station, receiving station	
20	Others	

K Raheja Corp Real Estate Private Limited

(Director/Authorised Signatory)