



TO WHOMSOEVER IT MAY CONCERN

**DEVIATION REPORT - ALLOTMENT LETTER**

**Re:** Deviation from model form of Allotment Letter in respect of project known as **Prestige Garden Trails** being developed on all that piece and parcel of land admeasuring 22,135 square meters or thereabouts bearing old Survey No. 92 (new survey no. 13/1) situated lying and being at Village Mahajanwadi Taluka and District Thane and within the jurisdiction of the Mira Bhayandar Municipal Corporation ("**said Property**").

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A. So far as the model form of Allotment Letter provided by MahaRERA under Order No. 60/2024 with effect from 29<sup>th</sup> April 2024 is concerned, please note that the following clause(s) are deviated from the standard terms:

1. In Clause 1 and 10, although essence is the same, outgoings and other charges have been added as exclusions from Total Consideration.

Added portion is highlighted in clause 1 as follows:

This has reference to your request referred at the above subject. In that regard, we have the pleasure to inform that you have been allotted a \_\_\_\_\_ BHK flat / commercial premises bearing No. \_\_\_\_\_ admeasuring RERA Carpet area \_\_\_\_\_ square meters or thereabouts equivalent to approximately \_\_\_\_\_ square feet situated on \_\_\_\_\_ floor in the project known as Prestige Garden Trails having MahaRERA Registration No. \_\_\_\_\_ (hereinafter referred to as "**the said Unit**"), being developed on land admeasuring 22,135 square meters or thereabouts being a portion of old survey No. 92 (corresponding to new survey no. 13/1) totally admeasuring 59,700 square meters or thereabouts, situate lying and being at Village Mahajanwadi, Taluka and District Thane and within the jurisdiction of Mira Bhayandar Municipal Corporation (MBMC) ("**said Property**") for a total consideration of Rs. \_\_\_\_\_/ - (Rupees \_\_\_\_\_)

**PRESTIGE ESTATES PROJECTS LIMITED**

CIN: L07010KA1997PLC022322

Mumbai Office: 1005, Godrej BKC, G-Block, BKC, Bandra (E), Mumbai - 400051

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only) exclusive of GST, stamp duty, registration charges, **outgoings and other charges**.

Added portion is highlighted in clause 10 as follows:

You shall make the payment of GST, stamp duty, registration charges, **outgoings and other charges**, 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 11 hereunder written.

2. In Clause 9, the cancellation amounts to be deducted has been modified to reflect the commercially agreeable terms for the Developer in line with the Agreement for Sale.

Deviated portion in Clause 9 is highlighted as follows:

**9. Cancellation of allotment:**

- (i) In case you desire to cancel the booking, an amount mentioned in the Table hereunder written\* would be deducted 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 to cancel the said booking.

Sr No.	If the letter requesting to cancel the booking is received,	Amount to be deducted
1.	<b>After issuance of the allotment letter and/or booking form (as the case maybe)</b>	<b>10% of the cost of the said Unit as Liquidated Damages along with all costs such as brokerage, taxes etc. at actuals incurred by the Developer (if any).</b>

*\*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 **(if any)** is not refunded within 45 days from the date of receipt of your **final**

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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.

3. In Clause 12, the duration for execution of the Agreement for Sale has been modified to 45 days instead of 2 months. In the explanation to Clause 12, the essence of booking form (if any) is added. Also, entitlement of forfeiting higher of the amounts is added.

## 12. 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 45 days from the date of issuance of this letter or within such period as may be communicated to you\*. The said period of 45 days can be further extended on our mutual understanding in writing.

*\*In the event the Agreement for Sale is not executed and registered as mentioned hereinabove, the promoter shall serve upon the allottee a notice calling upon the allottee to execute and register the agreement within 15 (fifteen) days which if not complied, the promoter shall be entitled to cancel this allotment letter and/or the booking form (as the case may be). On cancellation of the allotment letter/booking form, the promoter shall be entitled to forfeit the amount paid by the allottee or such amount as mentioned in the Table enumerated in Clause 9 whichever is more. In no event the amount to be forfeited shall exceed the amount mentioned in the above referred Table. Except for the above, all the terms and conditions as enumerated in this allotment letter shall be applicable even for cases where booking amount is collected in stages.*

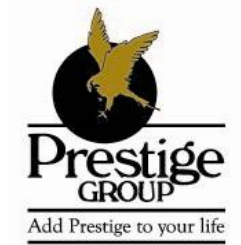
- (ii) If you fail to execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within the stipulated period 45 days from the date of issuance of this letter or within such period as may be communicated to you, we shall be entitled to serve upon you a notice calling upon you to execute the agreement for sale and appear for registration of the

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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 **as stated in Clause 9 above** 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 **(if any)** 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.

Please note that all the aforementioned changes are highlighted in yellow colour in the Allotment Letter, which will be uploaded on RERA Website.

Dated this 12<sup>th</sup> day of October, 2025

Regards,

For **Prestige Estates Projects Limited**

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Authorized Signatory

**PRESTIGE ESTATES PROJECTS LIMITED**

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