



**H. RISHABRAJ**

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**DEVIATION REPORT WITH RESPECT TO MODEL FORM OF ALLOTMENT  
LETTER**

(Read order no.35/2021 Dated 12/08/2022)

**Date: 29<sup>th</sup> September 2025**

- A. Name of the Promoter – **M/S H RISHABRAJ DEVELOPERS**
- B. Name of project: “**Rishabraj Anuja**” on land and bearing Sub-Plot Nos. 59 forming Part of Old Final Plot No.624 New Final Plot No. 620/30 (earlier known as New F.P. No.620) of Town Planning Scheme III of Borivali (West), admeasuring 1067 square meters (as per conveyance Deed) and 1037 sq. mts. (as per the MCGM approved plans of old building) situated at Kastur park, Shimpoli Road, Borivali (West), Mumbai-400092 of Village Borivali and Taluka Borivali in the registration District and Sub District Mumbai City and Mumbai Suburban.
- C. Accordingly, we mention that we have adopted the Model Form of Allotment Letter *except for the below mentioned Deviations in Allotment Letter*

**Deviations in the Allotment Letter are as follows: -**

Allotment Letter			Model Form of Allotment Letter		
Page No.	Clause No.	Clause	Page No.	Clause No.	Clause
2	3(a)	I/ We confirm to have received from you an amount of Rs. _____/- (Rupees _____ only) (Subject to TDS @1% thereon), being about _____ % of the total consideration value of the said Unit, as a booking amount / advance			Added highlighted portion in the Clause



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		payment on _____, through <b>Cheque/ Post-Dated Cheque/ RTGS/ NEFT/ DD.</b>			
2	4(iv)	<b>You have independently investigated and satisfied yourself completely with respect to title of the Project and our right to develop the same.</b>			Added highlighted portion in the Clause
2	7	The said Flat/Shop shall be handed over to you on or before _____, subject to the payment of the Consideration amount of the said Flat/Shop, <b>car parking spaces and other agreed amounts</b> 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, <b>subject to Force Majeure.</b>			Added highlighted portion in the Clause
3	8	In case of delay in making any payments, you shall be liable to pay to us interest at the rate which shall be the State Bank of India Highest			Added highlighted portion in the Clause



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		Marginal Cost of Lending rate plus 2% (two percent) p.a., from the date on which the payment is due till receipt of the amount by us.			
3	9(iii)	Notwithstanding the aforesaid, the terms of the Agreement for Sale shall override these provisions as and when executed between the parties.			Added Clause
3	10	You shall make payment of GST, Stamp Duty, Registration Charges (including other incidental 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.			Added highlighted portion in the Clause
4	12(i)	You shall execute the Agreement for Sale and appear for registration of the same before the concerned Sub-Registrar of Assurances within a period of 2 months			Added highlighted portion in the Clause



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		from the date of issuance of this Letter or within such extended period as may be mutually decided.			
4	12(ii)	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 2 months or within such mutually agreed extended 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 with, we shall be entitled to cancel this Allotment Letter and further, 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			Added highlighted portion in the Clause

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		of expiry of the notice period.			
4	13(ii)	The present Allotment Letter shall be valid only till such date as and when the Agreement for Sale has been entered into between ourselves and yourselves or till the date of cancellation of this Allotment Letter, whichever is earlier.			Added Clause
5		I/ We have read and understood the contents of this Allotment Letter and the Annexure. We hereby agree and accept the terms and conditions as stipulated in this Allotment Letter and as settled between us.			Added highlighted portion in the Clause

For M/S H RISHABRAJ DEVELOPERS



Partner

H. RISHABRAJ DEVELOPERS