

NEMINATH POONAM REALTY LLP

Ref no. [•]/2025

[•], 2025

To,
MahaRERA

Dear Sirs:

Re: Deviation Report of Allotment Letter for Avenue 'P-2' admeasuring approximately 12,260.90 square meters on which the building/s will be constructed by the Promoter which forms part of larger land recently allocated New Survey Nos. 5/1, 5/2, 5/3, 5/4, 5/5A, 5/5B, 5/5C, 5/5D, 5/5E, 5/6, 5/7, and 5/8 as per the latest Record of Rights admeasuring in the aggregating 8,78,781.01 Square Meters (earlier bearing Survey Nos. 5, 5B, 5D, 5F and 5G admeasuring approximately 8,79,581 square meters) situate at Village Dongare (Dongar Pada) also known as Village Narangi, within the Registration of Sub-District of Vasai, District Palghar ("Larger Land").

(1). This is to inform you that the following clauses of the Allotment Letter ("Allotment Letter") are in deviation of the model Allotment ("Model Allotment Letter") prescribed by RERA, that is:

(a) Paragraph 1.1 of the Allotment Letter is in deviation of paragraph 1 of the Model Allotment Letter as follows, that is:

This has reference to your request referred at the above subject. In that regard, we have the pleasure to inform you, that you have been allotted a [insert details] Unit bearing No. [insert no.] admeasuring [insert area in square meters] square meters, RERA Carpet Area, equivalent to. [insert area in square feet] square feet situated on floor in Wing [insert details of wing] of Building [insert details of building] in the Project known as "[insert name of Project]" having MahaRERA Registration No. [insert registration no.], hereinafter referred to as "Unit", being developed on Avenue 'P-2' admeasuring approximately 12,260.90 square meters (and not any additional FSI/TDR) ("Avenue P-2") being a demarcated portion of the Larger Land recently allocated New Survey Nos. 5/1, 5/2, 5/3, 5/4, 5/5A, 5/5B, 5/5C, 5/5D, 5/5E, 5/6, 5/7 and 5/8 as per latest Record of Rights admeasuring in the aggregating 8,78,781.01 Square Meters (earlier bearing Survey Nos. 5, 5B, 5D, 5F and 5G admeasuring approximately 8,79,581 square meters) situate at Village Dongare (Dongar Pada) also known as Village Narangi, within the Registration of Sub-District of Vasai, District Palghar ("Larger Land"), for a total consideration of Rs. [insert in figures] (Rupees [insert in words] Only) ("Total Consideration") exclusive of GST, stamp duty and registration charges.

(b) Paragraph 1.2 to 1.8 of the Allotment have been inserted in the Letter and is in deviation of paragraph 1 of the Model Allotment Letter as follows, that is:

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1.2 Messrs. Evershine Developers ("Evershine") and Keystone Realtors Limited ("KRL") (Evershine and KRL are hereinafter collectively referred to as the, "Owners") are jointly seized and possessed of the Larger Land upon the terms and conditions recorded and contained in the Deed of Conveyance dated 20th March 2009 made by and between Evershine of the One Part and Enigma Constructions Private Limited of the Other Part, duly registered with the Sub-registrar of Assurances at Vasai under Serial No. 1995 of 2009 read with the Order dated 7th November 2014, passed in Company Petition Nos. 403 to 411 in the Hon'ble Bombay High Court, whereby Enigma Constructions Private Limited (hereinafter referred to as "Enigma") was duly amalgamated with Keystone.

1.3 By and under the Joint Venture Agreement dated 20th March 2009, made by and between Evershine of the One Part and Enigma Constructions Private Limited of the Other Part, registered with the Office of the Sub-Registrar of Assurances at Virar vide Serial no. Vasai 2/1996/2009 dated 21st March 2009 (hereinafter referred to as the "Joint Venture Agreement"), Evershine and Enigma agreed to jointly develop the Larger Land, inter alia, with a view to: (a) setting up a residential-cum-commercial Complex known as "Global City" upon the Aggregate Avenues, in a phase-wise manner (hereinafter referred to as the "Complex"), in terms of the Commencement Certificate bearing no. CIDCO/VVSR/CC/BP-3519/W/2615, dated 2nd December 2005 and Approval bearing no. CIDCO/VVSR/CC/BP-3519/Layout/W/151, dated 29th January 2008 being 282 (two hundred and eighty-two) commencement certificates in respect thereof, and further revised lay-out, approvals and permissions to be sanctioned and issued from time to time, including those that are hereinafter recited and selling flats, shops and other premises on ownership basis then under the Maharashtra Ownership Flats Act, 1963, and now the Real Estate (Development And Regulation) Act, 2016, (b) apportionment in equal shares of all sale proceeds from sale of flats and other premises and other dealings with portions of the Larger Land by grant of development rights to third parties, (c) forming co-operative societies of purchasers of flats and other premises in the building and executing leases in perpetuity for a nominal rent in favour of each such societies, (d) transferring by conveyance upon the completion of the entire project the reversionary rights of the Owners to an apex body to be formed, inter alia of co-operative societies, and (e) to collect subscription fee and contributions towards the Corpus Fund from purchasers of flats at stipulated rates therein and to deposit such amounts in designated accounts of the joint venture.

1.3 For the smooth and orderly development thereof, the Larger Land was notionally sub-divided into fifteen (15) or more avenues, which avenues were further sub-divided from time to time (initially by Enigma and Evershine, and subsequently by Keystone and the Evershine, whereby there are now

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approximately 22 (twenty-two) or more avenues or more avenues identified and earmarked upon the Larger Land.

1.4 The Owners mutually agreed to further notionally sub-divided Avenue P in four sub-avenues, Avenue P-1 admeasuring 11,529.29 square meters, Avenue P-2 admeasuring 12,260.90 square meters, Avenue P-3 admeasuring 8,524.13 square meters and Avenue P-4 admeasuring 11,685.04 square meters;

1.5 By and under the Joint Development Agreement dated 19th March, 2025, registered in the Office of the Sub-Registrar of Assurances at Vasai, vide serial no. 4798 of 2025, on 19th March, 2025 (hereinafter referred to as the "Joint Development Agreement"), executed by and between the Owners of the One Part and the Promoter of the Other Part, the Owners granted to the Promoter, development rights in respect of Avenue P-2 on a joint development basis. Simultaneously with the execution of the Joint Development Agreement, the Owners have executed in favour of the Promoter and its Directors or officers Mr. Ashwin Mehta and Mr. Harsh Jain, the Power of Attorney dated 19th March 2025, registered in the Office of the Sub-Registrar of Assurances at Vasai, vide serial no. 4799 of 2025, conferring upon the Promoter powers and authorities relating to the development of Avenue P-2.

1.6 We have submitted to the VVCMC the revised Building Proposal for construction of a building on the Project Land, which has since been sanctioned by the VVCMC vide Commencement Certificate No. VVCMC/TP/CC/VP-0453/248/24-25 dated 24th October, 2024 for construction of a proposed residential building with shop line upon Avenue P-2, having Wings A, B, C, D, E, F and G by utilization of FSI of 71,590.51 square meters having , Wing 'A', 'B', 'C', 'D', 'E', 'F' and 'G' each having ground, 1st to 3rd podium and 22 proposed upper floors comprising of residential flats, commercial shops, car-parking spaces etc. ("Project Building").

1.7. The Owner are in the process of setting up and constructing common infrastructure and common Amenities and facilities on the Larger Land in accordance with the sanctioned Lay-out and the J. V. Agreement.

1.8. The Owners are also in the process of constructing a Club House on one of the Amenity Plot of the Larger Land and the Club House will be equipped with amenities and facilities for the use of all members of co-operative housing societies & other organizations in respect of buildings constructed on any various portions of the Larger Land on the terms and conditions as determined by the Owners.

(c) Paragraph 2 of the Allotment Letter is in deviation of paragraph 2 of the Model Allotment Letter as follows, that is:

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Further, we have the pleasure to inform you that you have been allotted along with the said Unit, covered car parking space(s) at level basement /podium bearing no(s) [insert identification no.] admeasuring [insert area in square meters] square meters, equivalent to, [insert area in square feet] square feet OR stilt parking bearing no(s) [insert identification no.] admeasuring [insert area in square meters] square meters, equivalent to, [insert area in square feet] square feet OR mechanical car parking unit bearing no(s) [insert identification no.] admeasuring [insert area in square meters] square meters, equivalent to, [insert area in square feet] square feet, on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

- (d) Paragraph 5 of the Allotment Letter is in deviation of paragraph 5 of the Model Allotment Letter as follows, that is:

We hereby confirm that the said Unit is free from all encumbrances and we hereby further confirm that no encumbrances shall be created on the said Unit.

OR

[In the event credit facilities have been availed and the Unit has been charged, then the details of the same would need to be stated herein]

- (e) Paragraph 6.2 has been inserted in the Allotment Letter and is in deviation of paragraph 6 of the Model Allotment Letter as follows, that is:

6.1 Further payments towards the Total Consideration of the said Unit as well as of the garage(s)/covered car parking space(s) [To be deleted if not applicable] 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.

6.2. You shall be liable to contribute towards the Corpus Fund for maintenance and repair of Infrastructure and Common Amenities and Facilities within 8 (eight) Days of the demand letter by us or at the time of delivery of possession of the Unit, whichever is earlier, towards his/her/their/its non-refundable contributions to the Corpus Fund.

For NEMINATH POONAM REALTY LLP

[Signature]

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(f) Paragraph 8 of the Allotment Letter is in deviation of paragraph 8 of the Model Allotment Letter as follows, that is:

In case of delay in making any payments, you shall be liable to pay interest at the rate specified by RERA

(g) Paragraph 9(ii) of the Allotment Letter is in deviation of paragraph 9 (ii) of the Model Allotment Letter as follows, that is:

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 said booking you shall be entitled to receive the balance amount with interest calculated at the rate which shall as per RERA.

(h) Paragraph 12(iv) has been inserted in the Allotment Letter and is in deviation of paragraph 12 of the Model Allotment Letter as follows, that is:

- 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 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 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 of expiry of the notice 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 with interest calculated at the rate as per RERA.*
- iv) As stated aforesaid the composite and complete terms and conditions of the allotment of the Unit shall be incorporated in the standard Agreement for Sale and shall, inter-alia, include the following conditions/covenants: (a) The deposits and charges payable by you shall include, contributions for formation of the Organization/s for the said Project Building and for*

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subscribing to shares thereof, deposits for various connections payable to Vasai Virar Municipal Corporation/Maharashtra State Electricity Board, corpus fund, legal costs, stamp duty, registration charges, development charges, taxes, levies, maintenance charges, including contribution towards repairs and maintenance of the Infrastructure and Common Amenities and Facilities, etc. as applicable and demanded by us and (b) you shall pay the stamp duty and registration charges on Agreement for Sale and proportionately on ultimate transfer under the Deed/s of Conveyance-cum-Lease to the Organizations and the Deed/s of Conveyance in favour of Apex Body.

For Messrs. Neminath Poonam Realty LLP

For NEMINATH POONAM REAL TY LLP



PARTNER(S)

[Name of Authorised Signatory]

[Designation]