Deviation Report

I **M/S SARASWA INFRA**, promoter of project '**POLARIS'** hereby provide thefollowing deviation details from the model allotment letter provided by the MahaRERA authority. The changes / omissions are highlighted hereunder.

Annexure '1'

MODEL FORM OF ALLOTMENT LETTER

No. **Date: 09/12/2022**

To,

Mr./ Mrs./ Ms.:_____

R/o:_____Address_____

Contact Details:_____**Mail Id:**_____

Pan Number:_____**Aadhar No.:**_____

Subject: Your Request For Allotment of flat / commercial premises/ plot in the project known as _ _____ _____having MahaRERA registration No _____

Sir/ Madam,

1. **Allotment of the said unit:**
   This has reference to your request referred at the above subject in that regard, I/we have the pleasure to inform that youhave been allotted a _____ BHK flat/ villa/ bunglow/ commercial premises bearing no_____admeasuring RERA Carpet area _____sq mtrs equivalent to _____ sq ft. situated on _____ floor in building _____/ Tower_____/ Wing_____ in the project known as _____, having MahaRERA Registration no _____hereinafter referred to as "the said unit", being developed on land bearing C.S No. (s)_ _____/ CTS No(s)_____ / Final Plot No(s)_____/Survey No(s)_____/ Hissa No(s)_____/ Gat No(s)_____ / Khasra No(s)_____/ Plot No(s)_____ lying and being at

_____village_____Taluka, Dist_____admeasuring _____ sq mtrs for a total consideration of Rs._____ (Rupees_____ only) exclusive of GST, stamp duty and registration charges.

OR

1. Allotment of the said unit:
This has reference to your request referred to at the above subject. In that regard, I/we have the pleasure to inform that you have been allotted a plot bearing No._____ admeasuring _____sq mtrs equivalent to_____sq. ft. in the project known as _____having MahaRERA Registration No _____ hereinafter referred to as "the said unit" carved out from the land bearing C. S. No(s)_____, CTS No(s) _____, Final Plot No(s)_____, Survey No(s)_____Hissa No(s)_____ Gat No(s)_____/Khasra No_____ lying and being at _____Village, _____Taluka, _____District, admeasuring _____ sq mtrs for a total consideration of Rs _____(Rupees in words) exclusive of GST, stamp duty and registration charges.

2. **Allotment of Garage/ covered parking space(s):**
Further I/we have the pleasure to inform that you have been allotted along with the said unit, garage(s) bearing no(s)_____admeasuring _____ sq mtrs equivalent to _____sq ft / covered car parking space(s) at _____ level basement/ podium bearing no(s)_____ admeasuring _____ sq mtrs equivalent to _____ sq ft/ stilt parking bearing no(s)_____ admeasuring _____ sq mtrs equivalent to_____sq ft/ mechanical car parking unit bearing no(s)_____admeasuring _____ sq mtrs equivalent to _____sq ft on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

OR

2. Allotment of open car parking:
Further I/We have the pleasure to inform you that you have been allotted an open

car parking bearing no_____without consideration.

3. **Receipt of part consideration:**

I/We confirm to have received from you an amount of Rs___(in figures) ____ (Rupees_____(in words) _____only)(*this amount shall not be more than 10% of the cost of the said unit*)being _____% of the total consideration value of the said unit as booking amount/ advance payment on __dd/mm/yyyy__, through _(mode of payment).

OR

3. Receipt of part consideration:

A. You have requested us to consider payment of the booking amount / advance payment in stages which request has been accepted by us and accordingly I/We confirm to have received from you an amount of Rs___(in figures) ____ (Rupees_____(in words) _____only)(*this amount shall not be more than 10% of the cost of the said unit*) being _____% of the total consideration value of the said unit as booking amount/ advance payment on __dd/mm/yyyy__, through _(mode of payment). The balance ___% of the booking amount / advance payment shall be paid by you in the following manner.

a) Rs___(in figures) ____(Rupees_____(in words) _____only) on or before ___dd/mm/yyyy_____

b) Rs___(in figures) ____(Rupees_____(in words) _____ only) on or before ___dd/mm/yyyy_____

c) Rs___(in figures) ____ (Rupees_____(in words) _____ only) on or before ___dd/mm/yyyy_____

d) Rs___(in figures) ____(Rupees_____(in words) _____ only) on or before ___dd/mm/yyyy_____

Note: *the total amount accepted under this clause shall not be more than 10% of the cost of the said unit.*

B. If you fail to make the balance ___ ____% of the booking amount/ advance payment within the time period stipulated above further action as stated in clause

12 hereunder written shall be taken by us as against you.

4. **Disclosure of information:**
I/We have made available to you the following information namely:

A. The sanctioned plans, layout plans, along with specifications, 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 provision for civic infrastructure like water, sanitation and electricity is as stated in Annexure A attached herewith and

C. The website address of MahaRERA is https://maharera.mahaonline.gov.in/#_____.

5. **Encumbrances:**
l/ We hereby confirm that the said unit is free from all encumbrances and I/we hereby further confirm that no encumbrances shall be created on the said unit.

OR

5. Encumbrance:
I/we have created the following encumbrance(s) attached with caveats as enumerated hereunder on the said unit.
a)
b)
c)

6. **Further Payments:**
Further payments towards the consideration of the said unit as well as of the garage(s)/ covered car parking space(s) 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 said unit along with garage(s)/ covered car parking space(s) shall be handed over to you on or before_____, subject to the payment of the consideration amount of the said 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 interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

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 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	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 cost of said unit.
3	Within 31 to 60 days from issuance of the allotment letter.	1.5% of the cost of said unit.
4	After 61 days from issuance of the allotment letter.	2% of the cost of said unit.

**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 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, 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.

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

12. Execution and registration of agreement to 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 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.*

**In the event the booking amount is collected in stages and if allottee fails to pay the subsequent stage installment, the promoter shall serve upon the allottee a notice calling upon the allottee to pay the subsequent stage installment within 15 (fifteen) days which if not compiled, the promoter shall be entitled to cancel this allotment letter. On cancellation of the allotment letter the promoter shall be entitled to forfeit the amount paid by the allottee or such amount as mentioned in table enumerated in Clause 9 whichever is less. In no event the amount 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 2 months from the date of issuance of this letter or within such period as may be communicated to you, I/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, I/we shall be entitled to

cancel this allotment letter and further I /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.

C. 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 which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

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 unit thereafter shall be covered 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 various clauses of this allotment letter.

Signature

Name: **M/S Saraswa Infra**
Date: 09/12/2022
Place: Nagpur

Confirmation and 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:_____

Date:_____
Place:_____

Annexure A

Stage wise time schedule of completion of the project

Sr. No	Stages	Date of Completion
1	Excavation	
2	Basement (if any)	
3	Podium (if Any)	
4	Plinth	
5	Stilt(if any)	
6	Slabs of Super Structure	
7	Internal walls, Internal Plaster, Floorings, Doors and Windows within Flats/Premises	
8	Sanitary Fittings within the said units	
9	Staircases, 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 of the Building/Wing.	
11	Installation of lifts, water pumps, Fire Fighting Fittings And Equipment as per CFO NOC, Electrical fittings, mechanical equipment, Compliance to conditions of environment/CRZ NOC, Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building / Wing, Compound Wall and all other requirements as maybe required to complete project as per specifications in agreement of Sale, any other activities	
12	Internal roads & footpaths, lightings	
13	Water Supply	
14	Sewerage (chamber, lines, septic tank, STP)	
15	Strom water drains	
16	Treatment and disposal of sewage and sullage water.	
17	Solid waste management and disposal	
18	Water conservation / rain water harvesting	
19	Electrical meter room, substation, receiving station	
20	Others	