

DEVIATION REPORT WITH RESPECT TO MODEL LETTER OF ALLOTMENT FOR PROJECT 'KALPATARU ARDENE' ("THE PROJECT")

Clauses of Model Letter of Allotment		Clauses in the draft Letter of Allotment for the Project	
Clause no.	Particular	Clause no.	Particular
Clause 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 you have been allotted a ___ BHK flat/ villa/ bungalow/ commercial premises bearing No. ___ admeasuring RERA Carpet area ___sq. mtrs equivalent to ___sq. ft. situated on ___ floor in Building Tower ___/Block /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. ___ figures (Rupees. ___ in ___ words only) exclusive of GST, stamp duty and registration charges.	Clause 1(i) and 1(ii)	<u>Allotment of the said Plot:</u> (i) We refer to your Application Form dated ___ and the Cost Sheet for booking/allotment of the Plot No. ___ admeasuring ___ square meters equivalent to ___ square feet, on the ___ floor (the, "Plot") in the Project "Kalpataru Ardene" ("the Project"), being developed on all those pieces and parcels of freehold non-agricultural parcels of ___ land admeasuring approximately 18.405 acres or thereabouts equivalent to 74,485.175 square meters or thereabouts ("Project Land") out of ___ lands admeasuring approximately 21.893 acres equivalent to 88,600 square meters or thereabouts bearing Gat Nos. 3/1A, 3/1B, 8, 9, 11, 12 and 28/2 and freehold non-agricultural parcels of lands admeasuring approximately 15.122 acres equivalent to 61,200 square meters or thereabouts bearing Gat Nos. 7, 10, 29 and 30 situate and lying at Village Khadaka, Taluka Hingna, District Nagpur. (ii) Based on your aforesaid Application Form and the Cost



			Sheet and pursuant to your agreeing to the terms and conditions thereof, we hereby agree to earmark for allotment, to you [subject to your paying the Said Booking Amount (as defined below)], the Plot for a total Purchase Price of Rs. ____/- (Rupees ____ Only) (hereinafter referred to as the "Purchase Price") exclusive of GST, stamp duty and registration charges.
Clause 2 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 and amount of Rs. ____ in figure ____ (Rupees ____ in words Only) being ____ % of the total consideration value of the said unit as booking amount/advance payment on ____ dd/mm/yy, through _____. The balance ____ % of the booking amount/ advance payment shall be paid by you in the following manner. a) Rs. ____ in figure (Rupees ____ in words Only) on or before ____ dd/mm/yy b) Rs. ____ in figure (Rupees ____ in words Only) on or before ____ dd/mm/yy c) Rs. ____ in figure (Rupees ____ in words Only) on or before ____ dd/mm/yy	Clause 2	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 we confirm having received, an amount of Rs. ____ (Rupees ____ Only), being ____ % of the Purchase Price as booking amount/interest free deposit as per the details/receipt whereof are shown in Annexure "A". The balance ____ % of the Booking Amount/interest free deposit shall be paid by you as per the Booking Amount Payment Schedule attached hereto as Annexure 'B'. B. If you fail to make payment of the balance Booking Amount/interest free deposit within the time period stipulated in the Booking Amount Payment Schedule attached hereto as Annexure 'B', we shall be entitled to serve upon you a notice, calling upon you to make payment of the balance Booking Amount/interest free deposit within



	d) Rs.____ in figure (Rupees _____in words Only) on or before _____dd/mm/yy 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.		15 (Fifteen) days, which if not paid, we shall be entitled to cancel this Allotment Letter. On such cancellation of the Allotment Letter, we shall be entitled to forfeit, the Booking Amount/interest free deposit paid by you till then or such amount as mentioned in Clause 9 herein below, which is less. On the cancellation of the Allotment Letter we shall be entitled to allot, sell, transfer, mortgage and/or otherwise create third party rights in respect of the Plot as we may deem fit and proper.						
Clause 8 Cancellation of allotment	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.	Clause 8	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 and simultaneously against you executing such documents, confirmations and writings (in terms of a draft prepared by us) recording the cancellation of this Letter of Allotment and booking in respect of the Plot and all other necessary compliances as may be reasonably required by us to give effect to the cancellation of booking/allotment of the Plot: <table><tr><td>Sr.</td><td>If the letter requesti</td><td>Amount to be</td></tr><tr><td></td><td></td><td></td></tr></table>	Sr.	If the letter requesti	Amount to be			
Sr.	If the letter requesti	Amount to be							



Sr. No.	If the letter requesting to cancel the booking is	Amount to be deducted
1	within 15 days from issuance of the allotment	Nil;
2	within 16 to 30 days from issuance of the	1% of the cost of the said unit;
3	within 31 to 60 days from issuance of the	1.5% of the cost of the said unit;
4	after 61 days from issuance of the allotment	2% of the cost of the 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.

1.	within 15 days from receipt of email	Nil;
2.	within 16 to 30 days from receipt	1% of the Purchase Price
3.	within 31 to 60 days from receipt	1.5% of the Purchase Price
4.	after 61 days from receipt of email confirmation	2% of the Purchase Price of the

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 amount paid by you to us as set out in Clause 3 hereinabove, with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent subject to you having executed in our favour all such documents, confirmations and writings (in terms of a draft prepared by us) recording the cancellation of this Letter of Allotment and booking in respect of the Plot and all other necessary compliances as may be reasonably required by us for giving effect to the cancellation of booking/allotment of the Plot.



Clause 10 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.	Clause 10	The proforma of the agreement for sale to be entered into between ourselves and yourselves is enclosed herewith for your ready reference. The proforma of the Agreement for Sale might undergo slight modification/changes and before execution of the Agreement for Sale in respect of the Plot, you are requested to peruse the same and take independent legal advice in respect thereof. 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 11.
Clause 11 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 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. <i>*In the event the booking amount is collected in stages and if the 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 complied, the promoter shall be entitled to cancel this allotment letter. On</i>	Clause 11	i) Subject to you making payment of the entire booking amount alongwith interest, if any on their respective due dates, 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



<i>cancellation of the allotment letter 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 less. 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.</i> (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. (iii) In the event the balance amount due and payable referred	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 not be liable or responsible for the non-registration of the Agreement for Sale and for the consequences arising therefrom, nor shall we be liable to pay any penalty to MahaRERA or otherwise howsoever; iii) We reserve our right to cancel this allotment letter if you do not execute or register the agreement for sale as aforesaid, and further upon such cancellation by us, we shall be entitled to forfeit an amount not exceeding 2% of the Purchase Price of the Plot 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 and simultaneously against you executing such documents, confirmations of cancellation and writings (in terms of a draft prepared by us) recording the cancellation of this Letter of Allotment and booking in respect of the Plot as setout herein and all other necessary compliances as may be reasonably required by us; iv) 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 due and payable referred to in Clause 12(ii) above, with interest calculated at the rate which shall be
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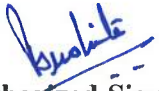


	in Clause 12 ii) above is not refunded within 45 days from the date of expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.		the State Bank of India highest Marginal Cost of Lending Rate plus two percent against you, provided you having executed in our favour all such documents, confirmations and writings (in terms of a draft prepared by us) recording the cancellation of this Letter of Allotment and booking in respect of the Plot and all other necessary compliances as may be reasonably required by us; and
Clause 12 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.	Clause 12	This Letter is merely an acknowledgement of earmarking of the Plot on the terms and conditions hereof. The allotment thus earmarked shall be confirmed only upon your execution of the Agreement for Sale. This Letter of Allotment shall cease to operate and be of no effect either upon its termination, or upon the execution and registration of the Agreement for Sale.
		Clause 13 Assign ment	This Letter of Allotment and earmarking of the Plot are non-transferable and non-assignable by you under any circumstances.
		Clause 14	All notices and other communications to be given under this Letter of Allotment shall be in writing and delivered (i) by hand against receipt, or, (ii) by Registered Post A.D, or (iii) Email, addressed to you at the following address. Change in your address/email, if any, to be communicated by you in writing to us. If the change of your address is not communicated to us, the service of all notices and communication made by us to your address mentioned hereunder, shall be



		construed as a good service on you even if the same is received by us with remark "Premises closed", and you shall not raise any issue/dispute thereupon. To: Name and Address of the Allottee/s Email: _____ That in case there are Joint Allottee/s all communications shall be sent by us to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.
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For AZURE TREE ENVIRO FARMS PRIVATE LIMITED


(Authorized Signatory)

