

Deviation Report with respect to model Letter of Allotment for **Project Primera** ("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), 1(ii) and 1(iii)	We refer to your Application Form dated _____ and the Cost Sheet for booking/allotment of the Apartment No.____ admeasuring RERA Carpet Area ____ square meters equivalent to ____ square feet, with an attached open balcony admeasuring ____ square meters equivalent to ____ square feet, on the ____ floor (the, "said Apartment") along with a vehicle parking space as an amenity to the said Apartment, in the Project "Primera" (the, "Project"), being developed upon a freehold land bearing new s.no. 19/1B, 19/2, 19/3, 19/4, 19/5, 19/6(pt.), 19/7, 19/9 to 19/12, 19/13/A, 19/13/B, 19/14, 19/15, 19/16A, 19/16B, 19/17 to 19/19, 19/20/A, 19/20/B, 19/21, 19/22, 19/24, 19/25/A, 19/25/B, 19/26, 19/27/A, 19/27/B, 19/28, 19/34/B, 19/34/C, 19/35, 19/36, 19/39/A, 19/39/B, 19/41/A, 19/41/B, 19/44, 19/46, 20/1 to 20/3, 80/2/B, 80/2/C, 82, 83/2/B/2, 83/4/1/B, 83/4/2/A, 83/4/2B, 83/6/B, 83/7/A, 83/7/B, 83/7/C, 83/11/B, 83/12, 85/3, 85/4, 86/1/B, 86/2/B, 86/3/B, 87/1/C & 81 Of Village Balkum, Thane (W). admeasuring 9,880 sq. mtrs. or thereabouts situate at Village Penkarpada (earlier Village Mira), Taluka and District Thane. The said Apartment and the said vehicle parking space are collectively referred to as "said Property". 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 said Apartment at or for a total Purchase Price of Rs. ____/- (Rupees ____ Only) (hereinafter referred to as the

			"Purchase Price") exclusive of GST, stamp duty and registration charges. iii) The Project "Primera", in which the said Apartment is located, has been registered with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing MahaRERA Registration no._____. Further, for more details, refer MahaRERA website: http://maharera.mahaonline.gov.in.
Clause 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 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 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	Clause 3	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 from 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 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 Apartment as we may deem fit and proper.



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	further action as stated in Clause 12 hereunder written shall be taken by us as against you.				
Clause 9 Cancellation of allotment	Sr. No.	If the letter requesting to cancel the booking is received,	Amount to be deducted	Clause 9	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 said Property and all other necessary compliances as may be reasonably required by us to give effect to the cancellation of booking/allotment of the said Apartment:
	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 the said unit;		
	3	within 31 to 60 days from issuance of the allotment letter;	1.5% of the cost of the said unit;		
	4	after 61 days from issuance of the allotment letter.	2% of the cost of the said unit.		
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. * 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					
	Sr. No.	If the letter requesting to cancel the booking is received,	Amount to be deducted		
	1.	within 15 days from receipt of email confirmation from us as regards allotment of the said Apartment to you;	Nil;		
	2.	within 16 to 30 days from receipt of email confirmation from us as regards allotment of the said Apartment to you;	1% of the Purchase Price of the said Apartment;		



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	Cost of Lending Rate plus two percent.		<table><tr><td>3.</td><td>within 31 to 60 days from receipt of email confirmation from us as regards allotment of the said Property to you;</td><td>1.5% of the Purchase Price of the said Apartment;</td></tr><tr><td>4.</td><td>after 61 days from receipt of email confirmation from us as regards allotment of the said Property to you but prior to execution of the Agreement for Sale</td><td>2% of the Purchase Price of the said Apartment.</td></tr></table>	3.	within 31 to 60 days from receipt of email confirmation from us as regards allotment of the said Property to you;	1.5% of the Purchase Price of the said Apartment;	4.	after 61 days from receipt of email confirmation from us as regards allotment of the said Property to you but prior to execution of the Agreement for Sale	2% of the Purchase Price of the said Apartment.
3.	within 31 to 60 days from receipt of email confirmation from us as regards allotment of the said Property to you;	1.5% of the Purchase Price of the said Apartment;							
4.	after 61 days from receipt of email confirmation from us as regards allotment of the said Property to you but prior to execution of the Agreement for Sale	2% of the Purchase Price of the said Apartment.							
			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 said Property and all other necessary compliances as may be reasonably required by us for giving effect to the cancellation of booking/allotment of the said Property.						
Clause 11 Proforma of the agreement for sale and	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	Clause 11	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						



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binding effect:	obligation on the part of ourselves and yourselves until compliance by yourselves of the mandate as stated in Clause 12.		respect of the said Property, you are requested to peruse the same and take independent legal advise 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 12.
Clause 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 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 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	Clause 12	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 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 said Property 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



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	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 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.		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 said Property as setout herein and all other necessary compliances as may be reasonably required by us.; and 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 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 said Property and all other necessary compliances as may be reasonably required by us.
Clause 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.	Clause 13	This Letter is merely an acknowledgement of earmarking of the said Property 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 14 Assign ment	This Letter of Allotment and earmarking of the said Property are non-transferable and non-assignable by you under any circumstances.
		Clause 15	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,



[Handwritten signature]

			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.
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For Agile Real Estate Private Limited.



Authorized Signatory

Date: 9th January 2024

