On the Letterhead of PRIMA TERRA BUILDTECH PRIVATE LIMITED

LETTER OF ALLOTMENT

To,

____

____

Dear Sir/Madam,

Subject: Provisional allotment of Flat No. ______ admeasuring ______sq. feet . of carpet area, Balcony or Verandah area________ admeasuring __________square feet carpet area as the case may be on the _____ floor in ____Wing comprised in the said Land bearing Survey No. 47 (part) and C.T.S. No.97-A-24, and Building **"Upper East 97"**, situated at Village Chincholi , Taluka Borivali

---

1. In pursuance of your application dated ______ and subject to you agreeing to the terms and conditions as set out therein, this is to confirm and record that we have agreed to allot, a Flat no. ____ admeasuring ______sq. feet. of carpet area, Balcony or Verandah area admeasuring ___________ square feet as the case may be on the _____ floor in ____Wing (hereinafter referred to as the "**said Flat**") comprised in the said land bearing Survey No. 47(part) and C.T.S. No. 97-A-24 and Building **" Upper East 97"** situated at Village[Chincholi, Taluka, Borivali(hereinafter referred to as the "**said Building**") for the aggregate consideration of Rs. _________________**/-** (Rupees _____________________ Only) (hereinafter referred to as the "**Sale Price**") including Rs. ______________(Rupees __________Only) The said Sale Price shall be subject to Tax Deduction at Source **("TDS")** as may be required under prevailing law.

2. The said Sale Price is exclusive of all Taxes, levies, cesses, Goods and Service Tax, Service Tax, Value Added Tax etc. or any other similar taxes, whatever named called, which may be levied in connection with the construction of the said Flat and the said Building and/or the proposed transaction contemplated herein whether levied now or in the future, which shall be borne and paid by you from time to time as and when demanded by us.

3. You have paid an advance of Rs.______________/- (Rupees ______________Only) out of the Sale Price and have agreed to pay us the

balance payment of Rs. ______________/- (Rupees ______________Only) in accordance with the payment plan as set out in the draft agreement for sale uploaded on the website maintained by Real Estate Regulation Authority. In addition to the said Sale Price and taxes and levies mentioned above you shall also be liable to pay us certain additional amounts towards deposits, legal charges and costs of formation of organization/ co-operative society, Stamp Duty and registration charges, Development charges, Provisional maintenance charges and 12 (twelve) months advance maintenance, etc., as will be more specifically mentioned in the agreement for sale proposed to be executed between us.

4. Please take note that the allotment of the said Flat made hereunder is a provisional allotment and the same is subject to you performing all your obligations including executing and registering the Agreement for Sale, making timely payments of the Sale Price, Statutory Charges, etc.

5. You agreed and confirm that you have physically inspected the site whereupon the said Building is being constructed and have also inspected all the documents of title and permissions and have satisfied yourself about our rights to develop the said Building, relying on which the allotment of the said Flat is being made in your favor.

6. You agree that you shall execute and register the agreement for sale with respect to the said Flat in the format provided within 15 (fifteen) days from the date hereof failing which we shall be entitled to cancel the provisional allotment made herein and forfeit the advance paid by you in respect of the said Flat.

7. You will be allotted 1 [one] covered/podium/stilt/stack/puzzle/pit/mechanized car parking space on 1st/2nd/3rd podium being constructed in the layout.

8. It is specifically agreed by and between us that the timely payment of the Sale Price and other amounts in accordance with the payment plan as set out in the agreement for sale by you as well as timely execution of the Agreement for Sale shall be the essence of contract. In the event you commit default in payment on the due date of any amount due and payable by you to us (including your proportionate share of taxes levied by concerned local authority and other outgoings) for more than 15 (fifteen) days, then, we shall be entitled at our discretion to terminate the provisional Allotment, provided that, we may give notice of 15 (fifteen) days in writing to you by Registered Post AD at the

abovementioned address of our intention to terminate this contract and of the specific breach or breaches of terms and conditions in respect of which we intend to terminate this contract. If you fail to rectify the breach or breaches mentioned by us within the period of notice then at the end of such notice period, this contract shall automatically stand terminated. Provided further that upon termination of this contract as aforesaid, we shall forfeit the consideration that has been paid till date to us, subject to a maximum 10% of the said Sale Price, without any reference or recourse to you, towards liquidated damages which you agree, confirm and acknowledge to constitute a reasonable, genuine and agreed pre-estimate of damages that will be caused to us. After deduction as mentioned hereinabove, we shall refund balance money, if any, to you without interest within a period of 30 (thirty) days of the termination towards full and final settlement. It is agreed that upon such termination or otherwise, we shall not be liable to refund any taxes, levies, duties or any other statutory charges that you may have borne or paid pursuant to this contract. Further, on termination of this contract, you shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against us or against the said Flat or under this contract. Further, upon termination we shall be entitled to deal with or dispose of the said Flat in the manner as we may deem fit without any reference or recourse to you.

9. The terms and conditions referred to herein and the terms and conditions set out in the Draft Agreement for Sale uploaded on the **RERA** website shall form integral part of this Allotment and shall be binding on you, your legal heirs and successors, the draft whereof has been perused and understood by you.

10. This allotment letter shall be valid for a period of 15 (fifteen) days as referred to in clause 6 above or till execution and registration of the Agreement for sale in respect of the Flat whichever is earlier, subject to extension, if any, granted in writing by us at our discretion.

Dated this_____ day of _________ 2017.

Yours truly,
For PRIMA TERRA BUILDTECH PRIVATE LIMITED

Authorised Signatory

I/We agree and confirm the aforesaid the terms of allotment.

(Signature of the Allottee)