LETTER OF ALLOTMENT

Date:

MahaRERA Registration No.

To,

Dear Sir,

Re: Allotment of ____ flat bearing Flat No. _____ in **"_"** Wing admeasuring approximately ___ sq. ft. (RERA carpet) in the project known as "**Ruparel Primero**" ("the said Building") to be constructed upon land bearing CTS No. 1832 (pt) & 32 (pt) of Village Chembur at Tilak Nagar, Mumbai - 400089, (hereinafter referred to as "the said Unit/Flat")..

1. We are pleased to reserve the above said premises of an area admeasuring approx. ___ Sq. Ft. (RERA carpet) in **"__"** Wing bearing **Flat No.** __ on the Floor No. __ in the project known "**Ruparel Primero**" ("the said Building") to be constructed upon land bearing CTS No. 1832 (pt) & 32 (pt) of Village Chembur at Tilak Nagar, Mumbai - 400089, (hereinafter referred to as "the said Unit/Flat"). Please note that the above nomenclature is only for setting out the commercial understanding and the Sale Agreement shall contain only the carpet area of the said premises as per the extant provisions of the Real Estate Regulatory Act, 2016 and rules framed thereunder.

2. It is also confirmed by you that, prior to the issuance of this allotment letter, you have perused and understand the sanctioned plans, Property Cards, Title Documents and other documents with regards to the said property and you agree and confirm that the same is approved by you and acceptable to you. You have also independently verified our title to the property and are satisfied with and have accepted the same. You will not be entitled to raise any requisition in respect thereof.

3. The total cost of the said premises is **Rs**. **__________/- (______________________).** We confirm having received a sum of **Rs. __________/- (_______________________).**

   The payment details are as follows:

Sr. No	Cheque No.	Date	Bank	Amount (in Rs.)
			Total	

4. It is agreed that time is of essence of this allotment letter. You have further confirmed to us that an intimation forwarded by us to you that a particular stage of construction is commenced or completed shall be sufficient proof that the particular stage of construction is commenced or completed. However, it is agreed by you that the failure to receive notice from us requiring such payment shall not be plea or an excuse for non-payment of any amount or amounts on their respective dates.

5. If you fail to pay the agreed installments of the Sale Price on or before the respective due dates, a 10 (Ten) days' notice shall be given to you, within which you shall be required to pay the stipulated amount with interest at the rate of State Bank of India's highest Marginal Cost of Lending rate + 2% per annum. In the event, if you fail to make such payment, then this allotment letter shall stand terminated and the amount paid by you, as referred in clause 3, hereinabove

shall stand forfeited and you shall be liable to reimburse the expenses incurred by us, without any objection. Upon the termination / cancellation of the said earmarking of the said Premises, we shall have the absolute right and we shall be entitled to deal with the said premises/flats in any manner as we may deem fit and proper without any recourse to you.

6. In addition, you shall be liable to pay further amounts towards corpus fund, club house development charges, legal charges, society formation, maintenance deposit, water and electric deposit, GST and all other levies as may be applicable at the time of entering into a formal Ownership Agreement.

7. This Letter of Allotment is issued on the understanding and the assurance given by you to us that you will enter into a regular flat Ownership Agreement for sale, under the provisions of the Real Estate Regulatory Act, 2017, or any other modifications or re-enactments thereof that may be in force in the state of Maharashtra from time to time, including but not limited to Maharashtra housing (Regulation & Development) Act 2012, and to be extent notified and the Real Estate (Regulation & Development) Act 2016, as and when notified, as and when we call upon you to do so and you undertake to pay, over and above all the aforesaid charges hereinabove (as mentioned in clause 5), all the necessary stamp duty, registration charges as well as legal charges for preparing agreement for sale, levies, duties, cess (whether direct or indirect and whether applicable/payable now or become applicable / payable in future), GST or otherwise, other deposits, etc., are excluded and shall be payable by you alone, and we shall not be liable, responsible and/or required to bear and/or pay the same or any part thereof.

8. It has further been agreed by you that you shall not be entitled nor shall have rights to sell or transfer or assign your rights under this letter for a period of 2 (two) years from the date of this letter of allotment (the lock-in period). You shall be entitled to sell or transfer or assign your rights post the expiration of your lock-in period subject to you giving us, three months prior notice in writing and we shall have the first right of refusal to buy back the said premises/units/flats/shops. Please note subject to you compiling all the terms & conditions.

9. You have agreed and it is made clear that the said Unit/Flat has been allotted to you on the basis of the plan, subject to approval and sanction from any competent authority, and we may amend the said plan as we may deem fit. We shall be entitled to raise additional floor/s, construct adjoining structure/s and amend plan from time to time, till we declare that the project is completed and till transfer of the property to the ultimate body of purchasers. Accordingly you hereby accept and confirm that any kind of increase or decrease in the area of the said Unit/Flat or shift in the position of the said Unit/Flat, if arises, due to amendment in the plan etc. then the same shall be acceptable to you unconditionally. However in case of variation of the area, the value of the said Unit/Flat shall be proportionately adjusted. In the event you are not agreeable for the terms and conditions as aforesaid then this allotment letter shall stand terminated and / or cancelled.

10. If you dispute any of the terms and conditions of such agreement for sale, then this allotment letter shall stand cancelled and the amount paid by you to us shall be forfeited, as we may deem fit & proper which you shall not have any claims and/or demand against us and/or the said premises/unit/flat, in any manner whatsoever.

11. The Stamp duty and Registration charges payable on the Ownership Agreement shall be borne and paid by you in addition to the consideration reserved hereinabove.

12. It shall be mandatory and binding on you to return this Letter of Allotment issued by us on executing the Agreement for Sale. Accordingly this Letter of Allotment shall automatically stand cancelled.

13. This writing is to be treated as letter of reservation of the said Premises to you. We shall enter into a formal Agreement for Sale as required under the Real Estate Regulatory Act, 2016

Thanking you,

For Shree Siddhivinayak Classic Construction Pvt. Ltd., **I/We Confirm**

Authorized Signatory