

Date: _____

To,

PROVISIONAL ALLOTMENT LETTER

Ref: Provisional Allotment of **Flat/Unit No. ____** on the **__ Floor** in our proposed Project known as **"X LINE SHRADDHA APARTMENT"** to be constructed on plot of land bearing CTS No - 352, of Poisar Village, Taluka - Borivali, District - Mumbai Suburban situated at 352, S. V. Road, Kandivali (West), Mumbai - 400 067.

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Dear Sir/Madam,

1. You are aware that:

- i. M/s. Rodium Housing LLP having its office at 401 X'Cube, Plot no 636, Opp. Fun Republic Theater, Off. Link Road, Andheri (W), Mumbai - 400053. India (hereafter referred as "Developer") have acquired development rights for reconstruction of building named as Kandivali Shraddha Co-Operative Housing Society having address at 352, S. V. Road, Kandivali (West), Mumbai - 400 067 with respect to all that Plot of land bearing C.T.S. No. 352 admeasuring 944 Sq. meters (hereinafter referred to as "Property").
- ii. The MCGM had approved plans for construction on the said Land of 944 square meters. The Developer had obtained an Intimation of Disapproval (IOD) bearing No. P-7433/ 202s1/ (352 And other)/ R/ S Ward/ POISAR R/ S/ IOD/ 1/ NEW, dated 04/01/2022 for construction of the Residential Project known as **"X LINE SHRADDHA APARTMENT"**. The Developer had also obtained the initial Commencement Certificate upto plinth level on 18/04/2022 for putting up construction on the Project Land.
- iii. The project is registered under Maharashtra Real Estate Regulation Authority appointed under the Real Estate (Regulation & Development) Act, 2016 and rules frames thereunder vide the Registration No. _____.

2. _____ (hereafter referred to a "Allottee/s") have approached the Developer and requested allotment of **Flat/Unit No. ____ on the __ Floor** in our proposed Project known as **"X LINE SHRADDHA APARTMENT"** to be constructed having RERA carpet area admeasuring approximately **____ Sq. mt.** (hereinafter referred to as "said Flat/Unit") with no car parking for a total sale consideration of **Rs. ____ (Rupees ____)** exclusive of

Goods and Service Tax (GST) and all other charges and other statutory levies applicable now or in future.

3. It is agreed and understood that terms and conditions contained in the allotment letter shall be binding on both parties till the execution of final Agreement for Sale.
4. The said total sale consideration of **Rs. ____ (Rupees ____)** exclusive of GST and all other charges and statutory levies, has been agreed to be paid by Allottee/s to Developer as per agreed terms.
 - a. Rs. ____/- (Rupees ____) shall be treated as interest free earnest money (not less than 10% of total sale consideration) which is received on or before execution hereof.
 - b. Allottee/s have agreed to pay the balance amount of Rs. ____ (Rupees ____) and inclusive of GST as applicable and other amount/charges in accordance with the payment schedule.
5. The Allottee/s agree/s and understand/s that the Other Charges are estimated amounts and are payable by the Allottee/s over and above the total sale consideration, as may be called upon by the Developer, prior to handing-over possession of Flat/Unit to the Allottee/s.
6. If the Allottee/s fail to pay the balance amounts/ installments in accordance with payment schedule the Developer shall inform in writing or by e-mail to Allottee/s to pay the amount, with interest from due date till payment, at the rate of 2% p.a., above then existing SBI MCLR (State Bank of India-Marginal Cost of Lending Rate), within 15 days.
7. If the Allottee/s continues to delay or is unable to pay, the Developer shall be entitled, without prejudice to other rights and remedies available to the Developer, to cancel the allotment of said Flat/Unit and upon such cancellation, (a) the amount of earnest money paid under clause 4 (a) above by the Allottee/s and (b) an additional 20% (Twenty Percent) of the total sale value as receivable by the Promoter/ Developer from the Allottee/s shall stand forfeited in favor of the Developer (b) in addition to forfeiture, the Developer shall be entitled to recover from the Allottee/s (i) brokerage/commission paid to channel partners/brokers (ii) administrative charges as determined by the Developer (ii) GST or any other statutory taxes, duty, cess etc. (iii) stamp duty and registration fees paid to the Authorities (iv) legal fees paid in respect of the said Flat/Unit (v) Development/Infrastructural charges as determined by the Developer (vi) liquidated damages suffered by the Developer due to cancellation of allotment. (vii) 3

Subvention cost (if the Allottee/s has opted for subvention plan) which the Developer may incur either by the way of adjustment made by the bank in installments or paid directly by the Developer to the bank, (collectively referred to as the "Non-refundable Amount"). After deducting the amounts due above the Developer shall refund the balance amounts, if any, to the Allottee/s in respect of the said Flat/Unit without interest. For the sake of clarity, the interest and/or taxes paid on the sale consideration shall not be refunded upon such cancellation / termination. Upon such cancellation, the Developer shall be entitled to sell the said Flat/Unit to any third party of the Developer choice without any recourse to the Allottee/s. The Allottee/s shall not have any right, title and/or interest in the said Flat/Unit and/or car park space and/or the Project and/or the Project Land and Allottee/s waive/s his/her/their right to claim and/or dispute against the Developer in any manner whatsoever. Such forfeiture and the refund of the balance amount, if any, to the Allottee/s shall be deemed to be full and final settlement of the claim of the Allottee/s. However, it is agreed that before cancellation of allotment the Developer shall give to the Allottee/s notice of 15 days calling upon you to remedy the said breach and on failure on the part of the Allottee/s then the Developer shall be compelled to cancel this allotment.

8. Upon finalization of the Agreement for Sale the Developer shall inform in writing or by email to the Allottee/s to deposit with the Developer all amount due and payable by them till date in respect of the said Flat/Unit including requisite stamp duty and registration charges, GST etc. within 15 days from the date of intimation. If Allottee/s fail to deposit the amount for any reason or delay execution of the Agreement for Sale, then this Allotment Letter shall stand cancelled upon expiry of 15 days and the consequences mentioned in clause 6 herein above shall follow.
9. The Allottee/s is/are not vested with any right, interest or entitlement in or over the said Flat/Unit, until a formal Agreement for Sale ("Agreement for Sale") is executed and registered between the Developer and the Allottee/s. The term "allot" or "allotment" or "Allotment Letter" wherever included in the Application Form shall always mean "provisional allotment" until the Agreement for Sale is executed and registered by the Developer and the Allottee/s.
10. The Allottee/s shall not be entitled to transfer/assign his/her interest/right/title in the said Flat/Unit in favor of any third party unless the Allottee/s has/have obtained prior written consent from the Developer. Only the first transfer shall be free but subject to prior written consent taken from Developer. Thereafter all transfers will be subject to our prior written consent and in that event transfer charges of 10% (Ten percent) of the total sale consideration plus taxes shall be applicable (as per the company's norms). On such transfer recorded / endorsed by the Developer, the Allottee/s along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Developer, to abide by all the terms and conditions of this Allotment

Letter/Agreement for Sale. The Allottee/s shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.

11. The Allottee/s further agrees, undertakes and confirms that:

- (a) I/We have taken inspection of title documents in respect of the Project Land, statutory permissions for construction of building thereon including Plans, IOD/CC etc. I/We accept the title of the Developer to Project Land as clear and marketable.
- (b) I/We have taken the decision to purchase the said Flat/Unit in the said Project out of my/our own free will after giving careful consideration to the nature and scope of the entire development scheme explained to me/us in person including the disclosures contained herein as well as made available on RERA website and remitted the amounts payable thereof fully conscious of my rights, liabilities and obligations. All the above information provided by me/us is true and nothing has been concealed or suppressed. I/We further undertake to inform the Developer promptly of any changes to the above information and particulars furnished by me/us.
- (c) I/We further confirm that I/we am/are submitting this Allotment letter after understanding the entire manner and scope of development to be undertaken in the Project, including the details of the Carpet Area, Common Areas and Facilities being provided, without relying on any of the publicity materials / advertisements published in any form or any channel by the Developer or any third party in the past. I/We am/are aware and I/we confirm that the advisements / publicity material released in the past does not provide any warranty and may not be providing complete details / disclosures as may be required under the Real Estate (Regulation and Development) Act, 2016 ("RERA") and I/we am/are not relying on the same for my/our decision to purchase the Flat/Unit. I/We further confirm and undertake to not make any claim against the Developer or seek cancellation of the allotment letter or refund of the monies paid by me by reason of anything contained in the publicity material / advertisement published in any form or in any channel. I/We acknowledge that I/we have not relied upon the interiors depicted / illustrated in marketing collateral/ the sample Flat/Unit / mock Flat/Unit and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein and understand that the same is shown only as a suggested layout without any obligation on the part of the Developer to provide the same.
- (d) I/We acknowledge, agree, undertake and confirm that the Developer are entitled to deal with and dispose of all such part and parcel of the Project Land construction put thereon in such manner and on such terms and conditions, as Developer may deem fit and proper.

- (e) I/We agree and confirm that the Developer are entitled to raise construction finance, loans, advances etc. against security of the Project Land or any part thereof including against the proposed construction carried out or to be carried out thereupon from any bank, financial institution or company. However, the Developer shall repay pay and discharge the loan with interest before handing over possession of allotted Flat/Unit to Allottee/s.
- (f) I/We are aware that the Developer is carrying out development in phase wise manner and the present construction is part of First Phase. The project is registered on RERA up to the ___ Floor, the building will be a ___ storey building and Phase II shall be uploaded and registered upon receiving IOD/CC.
- (g) I/We further agree and confirms that my/ our right, title and interest is strictly restricted to the said Flat/Unit allotted to me/ us and I/ we do not have any right, title or interest, in anything other than the said Flat/Unit, including to any balance/ new FSI, TDR, fungible FSI or any other present or future development rights (herein after referred to as "DR") in respect of the Project Land. I/ we further agree and confirm that the Developer alone shall be entitled to balance/ new DR in respect of the Project Land and it shall be availed/ utilized/ consumed by the Developer in future phase/s on the Project Land, either horizontally and vertically or at another place of Developers choice and I/We agree and confirm that I/We shall not raise any objection or hindrance whatsoever to restrain the Developer from carrying out any such additional construction or for such utilization of DR and I/We have granted my/our express and irrevocable consent for the same based on which the said Flat/Unit has been allotted to me. I/We hereby further give my/our irrevocable consent for the amendment of the building plans accordingly. I/We hereby agree and undertake not to interfere with or obstruct to such additional construction, neither ask for any compensation in any manner whatsoever. Provided however that any such construction shall not in any way affect or obstruct the rights and benefits of the Allottee/s in respect of the said Flat/Unit. The Developer shall be entitled to exploit full construction potential of the Project Land if at any time in the future.
- (h) I/We further agree/s and give/s his/her/their specific irrevocable consent for constructing further on the above floors for further FSI, incentive FSI road width, TDR or as per score 2034 or FSI generated due to amalgamation of adjacent plot during the course of time of construction or even after Occupation Certificate is granted by the MCGM.

12. All terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act, 2016 ("Act") and the Rules and Regulations made thereunder ("Rules and Regulations") and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act

and the Rules and Regulations shall be deemed to be automatically included in this Allotment Letter and similarly any such provision which is inconsistent or contradictory to the Act and the Rules and Regulations shall not have any effect.

13. The contents of this Allotment Letter, including the terms and conditions therein and price and payment plan have been explained to me/us and I/we hereby solemnly agree to be bound by them.
14. Allottee/s agree that the said Flat/Unit is allotted on the basis of proposed plan which is approved and sanctioned from the M.C.G.M. and Developer are entitled to modify, amend, submit a new plan for construction on the Project Land in any manner as they deem fit and proper for any reason whatsoever including to comply with or gain benefit arising from change in rules and regulations and Allottee/s give their consent to the same Accordingly, Allottee/s hereby accept and confirm that any kind of increase or decrease in the area of the said Flat/Unit or shift in the position of the said Flat/Unit then the same shall be acceptable to Allottee/s unconditionally.
15. The Developer shall be entitled to cancel the allotment of the said Flat/Unit, by refunding to the Allottee/s amount received from him/her/them towards the price of the Flat/Unit together with interest thereon at the rate prescribed under RERA if the Developer is unable to construct and hand over the said Flat/Unit due to reasons beyond its control or due to reason of force majeure.
16. Registered email and physical address of the parties for sending notice are as under and they shall continue to be valid unless changed by information in writing.

Developer: Rodium Housing LLP (Div. of Rodium Realty Limited)

Address - Office No. 401, 4th Floor, X'cube Building, Opp. Fun Republic Theatre, Off. Link Road, Andheri West, Mumbai - 400 058.

Email Address - info@rodium.net

Allottee/s:

Address -

Email Address -

17. The parties have subscribed their signature hereunder acknowledging the acceptance of the terms and conditions contained herein above.

Thanking You,

I/We agree and confirm the same

Allottee/s Signature(s)

**For and behalf of Rodium Housing LLP
(Div. of Rodium Realty Limited)**

Authorised Signatory

NOTES:

1. Stamp Duty, Registration, GST and/or any other tax or cess and charges are subject to change as per the Government Norms.
2. Stamp Duty & registration charges to be paid by the Allottee/s, subject to change without prior intimation.
3. Rs.20/- per page of Agreement towards Scanning Charges will be charged at the time registration.
4. Time for Payment of Installments, Deposits and charges is of essence. You are aware that interest applicable as per the Real Estate (Regulation and Development) Act, 2016 (RERA) is payable on all delayed payments.
5. Please provide 1 Passport size Photo of applicants, original and photocopy of address proof PAN Card, Driving license, Passport, ration Card Voter ID, Aadhaar Card, Proof of Indian Origin (Any One).
6. Allotment of Apartment is not transferable till the time of Possession