

ALLOTMENT LETTER

Date: _____

To,

_____,
_____,

Ref: Provisional Letter of Allotment ("**Allotment Letter**") of Flat No. _____ on _____ -- floor ("**Flat**") in Wing _____ in proposed new building to be known as _____ ("**Building**") to be constructed on all that piece or parcel of land bearing bearing CTS Nos. 1 (part) and 2 (part), Village Valnai, Taluka Borivali, Mumbai Suburban District in the Registration District and Sub District of Mumbai Suburban District and situated at Orlem, Malad (West), Mumbai -400 064 (the said "**Land**").

Sir(s)/Madam,

Pursuant to the discussions we had with you, we record as under:

1. You have expressed your desire to acquire from us the Flat viz. Flat No. _____ in _____ Wing, on the _____ Floor with a carpet area of [_____] square feet equivalent to [_____] square meters (computed by excluding the area of the balconies and computed in accordance as per the definition of the term "carpet area" under Section 2 (k) of Real Estate (Regulation and Development) Act 2016 ("**RERA**") in the said Building being/to be constructed on the said Land.
2. In consideration of acquiring the Flat, you shall pay to us a total lump sum consideration of Rs. _____/- (Rupees _____ Only) ("**Consideration**"), in the following manner/instalments:

Payment Schedule	Saleable Area
	Carpet Area
Work Completion	Percentage
On execution of this Letter of Allotment.	[●]%
On execution of Agreement for Sale (not exceeding 10% of the total consideration).	[●]
After the execution of Agreement (not exceeding 30% of total consideration).	[●]

Payment Schedule	Saleable Area
	Carpet Area
Work Completion	Percentage
On or Completion of 1 st Podium Level	[●]
On or Completion of 2 nd Podium Level	[●]
On or Completion of 1 st Residential Slab	[●]
On or Completion of 2 nd Residential Slab	[●]
On or Completion of 3 rd Residential Slab	[●]
On or Completion of 4 th Residential Slab	[●]
On or Completion of 5 th Residential Slab	[●]
On or Completion of 6 th Residential Slab	[●]
On or Completion of 7 th Residential Slab	[●]
On or Completion of 8 th Residential Slab	[●]
On or Completion of 9 th Residential Slab	[●]
On or Completion of 10 th Residential Slab	[●]
On or Completion of 11 th Residential Slab	[●]
On or Completion of 12 th Residential Slab	[●]
On or Completion of 13 th Residential Slab	[●]
On or Completion of 14 th Residential Slab	[●]
On or Completion of 15 th Residential Slab	[●]
On or Completion of 16 th Residential Slab	[●]
On or Completion of 17 th Residential Slab	[●]
On or Completion of 18 th Residential Slab	[●]
On or Completion of 19 th Residential Slab	[●]
On or Completion of 20 th Residential Slab	[●]
On or Completion of 21 st Residential Slab	[●]
On or Completion of 22 nd Residential Slab	[●]
On or Completion of 23 rd Residential Slab	[●]
On or Completion of 24 th Residential Slab	[●]
On or Completion of 25 th Residential Slab	[●]
On or Completion of 26 th Residential Slab	[●]

Payment Schedule	Saleable Area
	Carpet Area
Work Completion	Percentage
On or Completion of 27 th Residential Slab (not exceeding 70% of the total consideration)	[●]
On or Completion of walls, internal plaster, floorings, doors and windows of the said Flat (not exceeding 75% of the total consideration).	[●]
On completion of Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat (not exceeding 80% of the total consideration).	[●]
On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located (not exceeding 85% of the total consideration). On Completion of Plinth	[●]
On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements for the building or wing in which the said Apartment is located (not exceeding 95% of total consideration).	[●]
Balance amount at the time of handing over of the possession of the Apartment or on receipt of the occupancy certificate or completion certificate.	[●]
On or Completion of Brick Work	[●]
On or Completion of Internal Work	[●]
At the Time of Possession	[●]
Total	100%

3. In addition to the Consideration, you shall pay the Society Formation Charges, Legal Charges, Deposits of Water and Electric Meters, Development Charges, GST, etc. shall be borne by you in addition to the above price, immediately on demand.
4. All payments are to be made by Account Payee Cheques / Pay Orders only, favouring **“M/s. SHREEJI CONSTRUCTION** payable at Mumbai.

5. You agree that the time for making payments of the aforesaid installments is of the essence and any delay by you in making the aforesaid payment/s, shall forthwith render this Allotment Letter terminable at our sole and exclusive option and discretion without any further act and/or reference and/or recourse to you **PROVIDED HOWEVER THAT** we shall not exercise the aforesaid right of termination unless and until a notice of 15 (Fifteen) days demanding the said payment is given to you **PROVIDED FURTHER** that strictly without prejudice to the aforesaid, we may in our sole discretion instead of terminating this allotment as aforesaid, permit you to pay the said installments after their respective due dates but after charging interest thereon @ State Bank of India highest Marginal Cost of Lending Rate plus two percent. . In the event of termination the consequence hereinafter set out below shall follow:
- (i) Your right, if any, in the said Flat or any part thereof or your right, if any, to get Agreement for Sale shall come to an end; and we shall be entitled to sell the said Flat at such Consideration and on such terms and conditions to such other person or party for our sole benefit as we may in our absolute discretion deem fit and proper.
 - (ii) On the realization of the entire sale consideration (resale price) from such other person or party of the said Flat, we shall refund to you the amount paid by you to us in pursuance of this provisional allotment letter after deducting there from:
 - 5% of the Consideration of the said Flat shall stand forfeited;
 - The taxes and outgoings, if any, due and payable by you in respect of the said Flat up to the date of termination;
 - The amount of interest payable by you to us in terms of this letter from the date of default in payment till the date of realization of the same; and
 - All expenditure and losses incurred for the sale of the said Flat such as brokerage, taxes, duties etc. shall be deducted from the amount payable by us. From the date of termination, your right if any, if any shall be only to receive the amounts mentioned in this paragraph within 6 (Six) months of termination and you shall have no further right in or on the said Flat or against us.
6. You have agreed that you shall not be entitled to transfer the benefits of this Allotment Letter or otherwise sell, transfer or assign the Flat to any other third party without our prior written consent. In the event if you desire to transfer the benefits of this Allotment Letter to any third party, you shall be entitled to sell, transfer or assign the benefits in respect of the Flat under this Allotment Letter to any person only after you have obtained an no objection certificate (“**NOC**”) from us in this behalf. Such an NOC shall be granted only after you have cleared all your dues under this Letter of Allotment (including financial charges on delayed payments, other deposit/s and charges) and an additional payment of

transfer/administrative charges, as may be determined by us at our discretion, towards such transfer.

7. The development will be carried out by us as per sanctioned plan and other permissions which are obtained by us or be obtained from time to time from the concerned authorities. We reserve our right and authority to make minor structural changes as we in our absolute discretion deem fit, from time to time, without materially affecting the Flat.
8. You have inspected the approved plans, title documents, sanctions/permissions in respect of the Land and the Building, and you have confirmed that you are fully satisfied with regard to the same in all respects. All disclosures as is required under the RERA Act and the rules made thereunder namely Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("RERA Rules") have been made available to you and you hereby confirm that we have complied with all obligations thereunder.
9. If the carpet area of the Flat allotted here under is changed, for any reason whatsoever, the price payable by you will also accordingly reduced / increased.
10. The agreement for sale of the said Flat will be entered into by us with you or your nominee upon receiving 10 % of the Consideration. An agreement for sale will be executed between us and will be registered with the sub-registrar of Assurance under the provision of RERA and rules made thereunder subject to the terms mentioned herein. We have informed you that after you have paid stamp duty on Agreement for Sale the same requires to be registered.
11. The exact carpet area shall be determined on completion of project and will be mentioned in the Agreement for Sale and accordingly the sale consideration may be increased or decreased proportionately.
12. The possession of the said Flat will be delivered to you against the payment of the entire sale Consideration for the said Flat, which shall be paid as mentioned in paragraph 2 together with the amount mentioned in paragraph 3. In addition, you shall pay other amount such as municipal taxes from the date of occupation certificate. You shall be liable to pay present and future GST and any other taxes, duties, levies and other Government dues in relation to the said Flat as and when demanded by us.
13. In addition to the stamp duty and registration charges on the Agreement for Sale, you shall bear and pay the stamp duty and registration charges in respect of the proportional stamp duty and registration charges on the conveyance or any other document or instrument of transfer in respect of the said Land and the said Building to be executed in favour of the proposed Co-operative housing society.
14. This is only a provisional letter of offer for allotment of the above referred Flat and not a final and binding agreement for sale of the said Flat. The agreement shall take place after finalization of all other terms and conditions for sale of the said Flat and lawfully signed and executed by and between us, and receiving payment under Clause 2 above from you.
15. You agree to comply with all the obligations that you are required to comply with under RERA Act and the RERA Rules and you further agree to sign all

applications, papers and documents and do all such acts, deeds and things as we may require for safe guarding the interest in the said project of development of the said Building.

16. We hereby acknowledge the receipt of Amount of Rs. (Rupees only) against the consideration payable by you as follows:

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17. In token of your acceptance of the above terms, please sign the duplicate of this letter and return to us.

For M/s. SHREEJICONSTRUCTION

I CONFIRM & AGREE

Partner

Signatory



Shreeji Construction

Builders & Developers

Office : 71/706 & 707, Suryadarshan Hsg. Society, Opp. Panchsheel Residency Bldg., Off. Link Road, Mahavir Nagar,
Kandivali (W), Mumbai - 400 067. Phone : 65707020 / 65707030 Email : shreeji_home1@yahoo.com / shreejibuildcon@gmail.com

**TO WHOM SO EVER IT MAY CONCERN
SELF DECLARATION**

We, Shreeji Constructions ("Promoter") having our registered office at 12/D/2, Estee Apartment, Saibaba Nagar, Borivali (West), Mumbai - 400092, hereby declare as follows:

- 1) That the Promoter has undertaken the development of the land admeasuring CTS No. 1 (pt) & 2 (pt), of Village Valnai Taluka Borivali, orlem, Malad (W), Mumbai, Maharashtra ("said Land") in which construction of the project namely " **Shreeji Plaza**" consisting of 2 buildings in a phase wise manner is to be constructed.
- 2) That the Promoter having undertaken the Real Estate Project on the said Land, have made an application for registration of the Real Estate Project under the Real Estate (Regulation and Development) Act, 2016 and *inter alga* the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates or interest and disclosures on website) Rules, 2017 (collectively "**the Act**"). We do hereby confirm, declare and undertake the following:
 - (a) We are in the process of preparing the Agreement for Sale and the allotment letter as per the Act and shall upload the same on the Maha RERA website shortly; and
 - (b) We are in the process of conducting the title search for the said Land and said Proposed Building to be constructed thereon and shall upload the same on the Maha RERA website shortly

For M/s Shreeji Construction.

Nimesh Desai

