

Date:

To,

Dear Sir(s)/Madam,

Ref: Allotment Letter of Flat No. ____ on ____ floor in ____ wing the building to be known as “**Shreeji Plaza**” to be constructed on all that piece or parcel of land bearing CTS Nos. 1 (part) and 2 (part), or there abouts, of Village Valnai, Taluka Borivali lying, being and situate at Gautam Buddha Marg, Orlem, Malad (West), Mumbai 400 064.

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

- 1) You have expressed your desire to acquire from us the said Flat No ____ in on the ____ Floor along with one car parking, 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 said Flat, you shall pay to us a total lump sum consideration of _____/- **(Rupees. _____Only)**

Payment Schedule	
Work Completion	Percentage
Earnest Money	10.00%
On obtaining C C	10.00%
On Completion of Plinth	20.00%

On or Completion of 1st Podium Level	1.00%
On or Completion of 2nd Podium Level	1.00%
On or Completion of 3rd Podium Level	1.00%
On or Completion of 4th Podium Level	1.00%
On or Completion of 1st Residential Slab	1.00%
On or Completion of 2nd Residential Slab	1.00%
On or Completion of 3rd Residential Slab	1.00%
On or Completion of 4th Residential Slab	1.00%
On or Completion of 5th Residential Slab	1.00%
On or Completion of 6th Residential Slab	1.00%
On or Completion of 7th Residential Slab	1.00%
On or Completion of 8th Residential Slab	0.50%
On or Completion of 9th Residential Slab	0.50%
On or Completion of 10th Residential Slab	0.50%
On or Completion of 11th Residential Slab	0.50%
On or Completion of 12th Residential Slab	0.50%
On or Completion of 13th Residential Slab	0.50%
On or Completion of 14th Residential Slab	0.50%
On or Completion of 15th Residential Slab	0.50%
On or Completion of 16th Residential Slab	0.50%
On or Completion of 17th Residential Slab	0.50%
On or Completion of 18th Residential Slab	0.50%

On or Completion of 19th Residential Slab	0.50%
On or Completion of 20th Residential Slab	0.50%
On or Completion of 21th Residential Slab	0.50%
On or Completion of 22th Residential Slab	0.50%
On or Completion of 23th Residential Slab	0.50%
On or Completion of 24th Residential Slab	0.50%
On or Completion of 25th Residential Slab	0.50%
On or Completion of 26th Residential Slab	0.50%
On or Completion of 27th Residential Slab	0.50%
On or Completion of 28th Residential Slab	0.50%
On or Completion of 29th Residential Slab	0.50%
On or Completion of 30th Residential Slab	0.50%
On or Completion of 31th Residential Slab	0.50%
On or Completion of 32th Residential Slab	0.50%
On or Completion of 33th Residential Slab	0.50%
On or Completion of 34th Residential Slab	0.50%
On or Completion of 35th Residential Slab	0.50%
On or Completion of Brick Work & internal plaster of the said apartment	5.00%
On or Completion of Flooring , Doors & Windows	5.00%

On or Completion of Sanitary Fittings, Staircase, Lift Wells, Lobbies	5.00%
On or Completion of External Plumbing, Elevation, Terraces with waterproofing	5.00%
On or Completion of lifts, water pumps, electrical fittings, electro, mechanical & Environment requirement entrance lobby, plinth protection, paving of areas appertain & all other requirements	10.00%
At the time of handing over the possession	5.00%
TOTAL	100.00%

3) It is clarified and agreed between us that the time for making payments of the installments as set out herein 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 treating this allotment void 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:

- (a) 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.

- (b) 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:
- (i) 5% of the Consideration of the said Flat shall stand forfeited;
 - (ii) The taxes and outgoings, if any, due and payable by you in respect of the said Flat up to the date of termination;
 - (iii) 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
 - (iv) 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.
- 4) You have agreed that you shall not be entitled to transfer the benefits of this Allotment Letter or otherwise sell, transfer or assign the said 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 said Flat under this Allotment Letter to any person only after you have obtained a 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.
- 5) All payments depending on entity i.e. **"M/s. SIDDHRATH ENTERPRISES"** / is raising an invoice are to be made by Account Payee Cheques / Pay Orders only, favoring either **"M/s. SIDDHRATH ENTERPRISES"** payable at Mumbai.

- 6) 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 said Flat.
- 7) You have inspected the approved plans, title documents, sanctions/permissions in respect of the said 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 Real Estate (Regulation and Development) Act, 2016 and the rules made there under 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") have been made available to you and you hereby confirm that we have complied with all obligations under RERA.
- 8) You agree to comply with all the obligations that you are required to comply with under RERA 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 our interest in the said project of development of the Proposed Building.
- 9) As aforesaid, the completion of the Proposed Building and the redevelopment of the scheme shall be subject to approvals and permissions from the various authorities. We shall make all endeavors to complete construction of the building in which the said Flat is situated by Shreeji Plaza subject to force majeure events and any reasonable delay on account of any reasons which are beyond our control (which will be set out in detail in the Agreement for Sale).
- 10) If the carpet area of the said Flat allotted hereunder is changed, for any reason whatsoever, the price payable by you will also accordingly reduced / increased.
- 11) 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 there under 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.

- 12) Stamp duty and Registration Charges on Agreement for Sale, 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. In case of delay in paying any of the said charges, we shall be entitled inter alia to charge interest @State Bank of India highest Marginal Cost of Lending Rate plus two percent.
- 13) 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.
- 14) 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.

- 15) 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. By virtue of this Allotment Letter, your only right is the ultimate allotment of the said Flat as stated herein above. Your right to acquire the said Flat and to take possession thereof in the Proposed Building being constructed as stated hereinabove is subject to the registration of the Agreement for Sale and your complying with the terms and conditions as agreed upon between our selves.
- 16) It has been agreed that all taxes, duties, cesses including payment of GST on any amount payable on the transaction hereby contemplated, as also any betterment charges/new levies/surcharges that may be imposed/levied by the Government and/or any other authority, now or in the future, shall be borne and paid by you alone and we shall not be liable, responsible to bear and pay the same or any part thereof.
- 17) We hereby acknowledge the receipt of Rs. Rs. _____/- (Rupees _____only) against the consideration payable by you as follows.

Date	Amt.	Cheq. No.	Bank

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

For M/s. SIDDHARTH ENTERPRISES

I CONFIRM & AGREE

PARTNER

SIGNATORY