

LETTER OF ALLOTMENT

To,

Dear Sir/Madam

Re: Allotment letter of Flat/Shop bearing no.____on the_____habitable floor in Wing_____of_____admeasuring [●] sq. mtrs. carpet area (“said Flat/Shop”) in the proposed Project “Roongta Florenza Apartment” situated at Nashik, and within the limits of Nashik Municipal Corporation, Nashik (“the said Flat/Shop”)

On your request, we have agreed to allot the said Flat/Shop in your favour, for a total consideration of Rs. (Rupees -----) (“Sale Price”). We acknowledge

receipt of Rs._____only) (“Booking Amount”) towards the booking of said Flat/Shop. The Sale Price excludes the other charges and outgoings as may be specified under these presents.

1) As agreed between us, the balance consideration of Rs. -----/- (Rupees --- ---Only) shall be payable by you to us in the following manner:

S. No.	Amount	Particulars
	Total	/- (In word Rs. --- only)

2) You shall make timely payment of the Sale Price as per the payment schedule mentioned above, time being of the essence. In the event you committing default in payment as per the payment schedule mentioned above, then we shall be entitled to terminate this letter. It shall be your obligation to make the payment of each of installment of the Sale Price after deducting the Tax Deducted at Source ("TDS") as per applicable law (If applicable). The deduction of an amount made by you on account of TDS as may be required under prevailing law while making any payment of the Sale Price or any part thereof to us, shall be acknowledged/credited by us only upon you submitting the original tax deduction at source certificate/challan and provided that the amount mentioned in the certificate/challan matches with the Income Tax Department site.

3) In the event you committing breach of any of the terms and conditions contained in this letter, then we shall be entitled to terminate this letter. In the event of you fail and neglect to rectify such breach, then this letter shall stand terminated ipso facto without any further act, deed or thing and upon such termination, you shall have no claim on the Flat/Shop. Upon such termination we shall be at liberty to dispose of and sell the Flat/Shop to such person and at such price as we may in our absolute discretion think fit and proper. Upon such termination we shall be entitled to forfeit (i) the Booking Amount (ii) brokerage expenses if any, and (iii) applicable taxes / statutory dues / interest / penalties as agreed, pre-estimated, genuine and reasonable liquidated damages.

4) The Promoters shall be entitled to offer receivables from the Flat/Shop as security to any Credit / Financial Institution, bank or other person / body.

5) Notwithstanding anything contained in this Letter or otherwise, in the event the cheque/s issued by you is/are bounced / not honored by the banker/s then without prejudice to our rights to claim interest on the amounts due and/or cancel and terminate the booking of the said Flat/Shop in the manner provided herein, you shall be liable to pay Rs.1000/- (Rupees One Thousand only) plus GST, towards cheque/s bouncing charges for each such incident.

6) We shall have the right to reject the booking at our sole discretion and without assigning any reason for the same, till the execution and registration of the Agreement for Sale between ourselves and you under the applicable law. In the event of rejection of the booking, the amounts paid by you up to the date of such rejection shall be refunded to you in full without any interest within 30 (thirty) days from the date of such rejection.

7) You hereby agree and undertake to execute and register an Agreement for Sale under the provisions of applicable law in respect of the said Flat/Shop, within

____(_____) days from the date of intimation by us in the form as drawn up by us. It is clarified that we shall call upon you to execute and register Agreement for Sale, subject (i) this Letter is not rejected by us, (ii) you are observing and performing all the terms and conditions of this Letter and (iii) you paying the necessary stamp duty and registration charges thereon. In the event you fail(s) and/or neglect(s) to execute and register the Agreement for Sale within the agreed time as stipulated under this clause, then, without prejudice to the rights and remedies available to us under RERA or otherwise including right to cancel this letter, you shall be liable to pay interest at the rate of the amount equivalent to the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon (hereinafter referred to as "Interest Rate") per annum on the Booking Amount calculated from the date of this Letter till execution and registration of the Agreement for Sale by the Applicant(s) or cancellation and termination of this Letter, (whichever is earlier).

8) You agree and undertake to be bound by and undertake to perform all the obligations and the terms and conditions as contained herein, including the obligation to make payments of Sale Price as per the payment schedule specified above along with the other charges .

9) The possession of the captioned Flat/Shop will be given on or about subject to your having paid the entire amount and other incidental charges and will also be subject to (i) Any force majeure events; (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court; (iii) Any stay order / injunction order issued by any Court of Law, competent authority, MCGM, statutory authority; (iv) Any other circumstances that may be deemed reasonable by the Authority. Under the circumstances the Developers shall be entitled for one or more reasonable extensions in the date of completion. The Flat/Shop Purchaser/s hereby agree/s and declare/s that they shall not claim any amount from the Developers as and by way of damage, loss, compensation or otherwise whatsoever.

- 10) You hereby confirm, agree and acknowledge that, if booking of the said Flat/Shop is done through any Agent/Broker ("Agent/Broker"), then in that event we shall not be held liable and responsible for any misrepresentation, misleading or false information provided by such Agent/Broker. You further agree and confirm that we shall not be held liable and responsible for any internal arrangement arrived at by and between such Agent/Broker with yourself / yourselves.
- 11) The proposed building will be constructed in accordance with the sanctioned plans and permissions, with a right to modify and alter the plans and you have given and accorded your free, full and informed consent of the same Subject to area remaining the same.
- 12) This Letter is not transferable or assignable without our previous Written Consent.
- 13) All taxes including GST etc., will be payable by you, if applicable.
- 14) A regular and detailed Agreement under the applicable law will be executed in due course of time. The provisions of the Agreement to be executed shall supersede this Allotment Letter and this Allotment Letter shall stand cancelled and terminated on execution of such Agreement.
- 15) This Letter is only for confirming the provisional booking of the Flat/Shop and the Flat/Shop will be reserved for you especially, subject to your above confirmation.
- 16) Please confirm the above at the foot hereof.

Yours truly,

For Roongta Homes LLP

Authorised Signatory