

DRAFT OF ALLOTMENT LETTER

Ref. No. _____

Dear Sir/Madam,

Re: Residential Unit No. [●] in [●] Wing[Floor [●] of the project known as "RUSTOMJEE LA'FAMILIA ", proposed to be constructed on land admeasuring [●] square metres or thereabouts and bearing [●] in the Registration Sub District of [●]and District of Thane (hereinafter referred to as "the Larger Land").

1. We are entitled to develop a project called "**RUSTOMJEE LA'FAMILIA- WING ____**" comprising of residential and commercial premises in multiple towers to be constructed on a portion of the Larger Land(hereinafter referred to as the said Real Estate Project)
2. You being desirous of acquiring a residential flat in wing [●]of the said Real Estate Project, and have approached and requested us for allotment of the same.
3. As desired by you, and pursuant to your booking form dated [●], we hereby inform you that we are agreeable to allot to you a residential flat admeasuring [●]square feet (carpet area) bearing flat no. [●] on [●] floor in Wing [●]" of the project known as "Rustomjee La'Familia " to be constructed on the said Land (hereinafter referred to as the "**the said Flat**").
4. The total lumpsum consideration of the said Flat is Rs. [●] (Rupees [●] Only) ("**Sale Consideration**") and you shall pay the said sale consideration as per the **Payment Plan in Schedule I** annexed hereto.
5. Alongwith the said flat, [●] no of car parking space/s in the project ("**the Said Car Parking Space**") without charging any additional consideration will be allocated to you as per the final approved plans of the same at the time of possession of the said Flat.
6. It has been agreed that the sale consideration mentioned in clause No. 4 hereinabove is exclusive of all such sums, deposits, taxes (direct or indirect) (prospective or retrospective), levies, duties, cesses (whether applicable / payable now or become applicable/payable in future) and goods and services tax ("GST") on any amount payable under this letter and subsequent Agreement For sale to be executed between the parties in respect of the said flat or otherwise and / or on the transaction contemplated herein and the same shall be borne and paid by you alone and we shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof.
7. It has been agreed that the time for payment of all the amounts mentioned herein, including the aforesaid installments of Sale consideration together with and or GST and or all other direct/indirect taxes applicable thereon more specifically mentioned in Clause 6 herein and/or otherwise, is the essence of the contract. It is further agreed that you shall make payments of all amounts mentioned herein and due to us within [●] days from the date of every demand letter issued by us, failing which you shall without prejudice to our other rights or remedies be liable to pay the amount/s so demanded alongwith interest thereon on the outstanding amount @ [●]%per

month from the expiry of [●]days from the date of the demand letter issued by us till the date of actual payment. It has also been agreed that in case of any delay in the payment of any amount/s due, we shall be entitled to an additional charge of Rs. [●] (Rupees [●]Only) as administrative fee plus service tax for every delayed payment.

It is further agreed that in case of delay / default in making payment of the and all other direct/indirect taxes amounts more specifically mentioned in Clause 7 herein and/or otherwise as demanded / payable, we shall be entitled to, without prejudice to any other rights or remedies available with us, adjust such amounts due and payable by you along with interest thereon from the due date till the date of adjustment against any and all subsequent amounts received from you.

8. In the event you obtain a loan from any bank or financial institution for payment of the Sale consideration and/or any other amounts mentioned herein (or part thereof), you shall solely be responsible and liable to ensure that the payment of such amount, as and when due, is made by the respective bank or financial institution without any delay, objection and demur. Please note that till the time the entire consideration being the Sale Price and the other amounts due and payable by you to us is paid, the rights of the respective bank or financial institution shall be subservient to our rights.
9. It is further agreed and confirmed by you that in the event of your above default in payment and / or any other breach or default in terms of this letter for a continuous period of 30 days, we shall be entitled to, without prejudice to our right to receive interest on outstanding / delayed payments in terms of the above and/or any other right or remedy which may be available to us against you, terminate this letter of allotment and/or allotment of said Flat at our sole discretion.
10. It may be noted, that upon termination/cancellation of the letter of allotment and/or allotment of the said Flat we will be entitled to retain as cancellation charges, 10% of the Sale consideration of the said Flat. The balance, if any, shall be refunded to you without any interest within a period of 30 days from the date of termination/cancellation of this letter of allotment. On your default in payment and / or any other default in terms of this letter, you shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against us or against the said Flat and we shall be entitled to deal with and dispose of the said Flat to any other person/s as we deem fit without any further act or consent from you. You agree and confirm that the cancellation charges constitute a reasonable genuine and agreed pre-estimate of damages that will be caused to us, and that the same shall be in the nature of liquidated damages and not penalty.
11. In the event of termination / cancellation of allotment we shall adjust the shortfall (if any) in your, and/or any other liability more specifically mentioned in Clause 7 herein and/or otherwise from the balance amounts, if any available with us prior to refund of the amount/s to you. The amounts paid by you towards your, and/or any other liability more specifically mentioned in Clause 7 herein and/or otherwise until the date of termination / cancellation and deposited with the statutory authorities, shall be refunded to you without any interest thereon only upon receiving the corresponding refund / getting credit of the corresponding amount paid / deposited, from the statutory authorities.

12. It is further agreed and confirmed that you shall not have any right, title, interest, claim and/or demand of any nature of whatsoever either against us or in respect of the said Flat, unless and until you have made all the payments including the Sale consideration in accordance with this letter.
13. In addition to the Sale Consideration and all other amounts mentioned in this letter, you shall pay to us and/or our nominees the amounts pertaining to the following as communicated to you from time to time:
- Club House Membership Fees
 - Corpus Fund, if any
 - Share Application Charges
 - Development Charges
 - Society Formation Charges
 - Electric/Water meter Charges
 - Gas Connection Charges
 - Legal Charges
 - Proportionate Share of Municipal Taxes and Outgoings
 - Advance Maintenance Deposit
 - Facility Management Charges

The intimation towards such payment will be made along with the intimation to occupy the said Flat or at any such time the same become due and payable. The payment towards these amounts shall be made within 15 days of the date you are intimated of the same. It is hereby clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and that you agree to pay all or any such other charges as we and when required and intimated to you.

You are aware that we intend to either on our own and/or through professional agency intend to manage and maintain the said Property and the said Building even after the formation of the society/organization of the purchasers. In this regard, we shall and/or the professional agency shall formulate the rules, regulations and byelaws for the maintenance and upkeep of the Rustomjee Elements and the said Land. It is agreed that the costs and expenses for the same shall be borne by the flat purchasers as may be determined by us in addition to the above amounts.

14. All amounts payable hereunder shall be made either by way of Cheque / Pay Order / Demand Draft drawn in favor of [●] or through online transfer by way of NEFT or RTGS to the project account, details whereof are as under
A/c No.
Bank Name
IFSC code:-
Branch Name & address[●]
15. You have agreed to seek an allotment of the said Flat with full and complete understanding of the approvals/sanctions/permissions obtained by us and uploaded by us on our RERA Project website

with regard to the development of the said Land. The Sale consideration and the allotment of the said Flat is agreed between us on the basis of the entire knowledge of the status of the approvals by you.

18. It is further agreed between us and you agree and confirm that;
- (a) you shall execute and register the Agreement for Sale with respect to the said Flat under the provisions of the section 13 of RERA Act and rules formed thereunder ("**the said Agreement**") within [●] of a written intimation forwarded by us to you with respect to the same. All applicable costs and charges of any nature including towards stamp duty, registration and other expenses in respect of the said Agreement shall be borne and paid by you alone.
 - (b) you shall not sell, let, sublet, transfer, deal with or otherwise dispose off in any manner whatsoever, the said Flat / rights and/or benefit under this Letter of Allotment and/or the said Agreement or any part thereof to any person without prior permission in writing from us. You shall not without our prior written consent transfer, assign or part with your allotment of the said Flat under this letter of allotment or the said Agreement or part with the possession of the said Flat. This term is one of the fundamental terms and the essence of this letter.
19. All the terms and conditions mentioned herein and in the said Agreement shall be binding on you and you confirm that this allotment is the basis of commercial understanding between us.
20. The stamp duty and registration charges on all documents to be executed between us in connection with the said Flat shall be borne and paid by you.
21. This Letter of Allotment shall enure to the benefit of our successors and assigns.
22. This Allotment Letter constitutes only a record of preliminary arrangement between the Parties, with further clear understanding that the Parties shall enter into the Agreement for sale in respect of the said flat. This letter is subject to such further terms and conditions as may be set out in the said Agreement.
23. All Notices, Letters and Communications to be served on the Allottee as contemplated by this Allotment shall be deemed to have been duly served if sent to the Allottee by Registered Post A.D./Under Certification of Posting at his address specified below:

Email: _____

A Notice sent through email to the Allottee shall be a valid mode of service.

Yours truly,

For Kapstone Constructions Pvt. Ltd

We agree and confirm,

Authorised Signatory/ies

Encl: As above

RECEIPT

Received from [●] and [●]Rs. [●]being the amount due and payable in respect of the Sale Price together with service tax applicable thereon and/or any other charges mentioned in this letter of allotment in connection with the said Flat, vide following cheques:

<u>Cheque No./ Dated</u>	<u>Drawn on</u>	<u>Amount</u>

Dated

We say Received

For Kapstone Constructions Pvt. Ltd

Authorised Signatory/ies

Note: Receipt issued subject to realization of cheques