

PROVISIONAL ALLOTMENT LETTER

Date: _____, 201_

To:

[Insert Name and Address of Allottee/s]

Sub: Allotment of the flat as more particularly described in the Schedule hereunder written (**"the said Flat"**) together with provisional right to exclusive use of _____ car parking space in Basement in the project of redevelopment undertaken by us (**"the Project"**) on the land and ground bearing Survey No. 33(B), C.T.S. No. 145 admeasuring about 573.50 square metres and Survey Nos. 33-A and 33-C, C.T.S. Nos. 146, 146/1 to 25, 147, 147/1 to 14 admeasuring 1,641.30 square metres (now having been corrected and amalgamated and declared as C.T.S. No. 145 admeasuring about 2,334.40 square metres as on Property Register Card) of Village Majas, Taluka Andheri, at Jogeshwari (East), Mumbai 400 060, within the registration district and sub-district of Mumbai City and Mumbai Suburban (**"the said Land"**) by construction of a multi-storied building known as **"Swapnapoorti"** (**"the Proposed Building"**) on the said Land.

Dear Sir/Madam,

1. You have expressed your desire to acquire from us the said Flat in the Project of construction of the Proposed Building, which is presently proposed to be constructed by us on the said Land.
2. You are aware that we are a joint venture entity, being an association of persons, formed by **Samruddhi Infrastructures and Developers Private Limited**, a private limited company incorporated under the Companies Act, 1956 and having its office at D-602, Pranay Nagar, Near Anandrao Pawar School, Ram Mandir Road, Vazira, Borivli (West), Mumbai 400 092 (**"SIDPL"**) and **M/s. Shivkrupa Developers**, a partnership firm duly registered under the Indian Partnership Act, 1932 (**"Shivkrupa Developers"**) and having its principal place of business at A-312, Ahura Centre, Opposite Sanghi Oxygen, 82, Mahakali Caves Road, Andheri (East), Mumbai 400 093, for undertaking the development of the said Land in terms of the Joint Development Agreement dated 8th November, 2011 (**"Joint Development Agreement"**), duly registered with the Sub-Registrar of Assurances at Andheri No. 1 under Serial No. BDR-1/12590/2011, made and executed between SIDPL and Shivkrupa Developers read with the Power of Attorney dated 10th March, 2014 duly registered with the Sub-Registrar of Assurances at Andheri No. 1 under

Serial No. BDR-15/1985/2014, executed by SIDPL in favour of Shivkrupa Developers and read with the Supplementary Agreement dated 23rd December, 2011 (“**Supplementary Agreement**”) made and executed between SIDPL and Shivkrupa Developers and further read with the Rectification Agreement dated 24th August, 2015 (“**Rectification Agreement**”), duly registered with the Sub Registrar of Assurances at Andheri -1, under Serial No. BDR-15/7298/2015, made and executed between SIDPL and Shivkrupa Developers

3. You are also aware that SIDPL is the Owner of the said Land and that we have proposed to undertake the Project as a Slum Rehabilitation Scheme thereof by clubbing of two Slum Rehabilitation Schemes under the provisions of Regulation 33 (10) read with Appendix No. IV of the Development Control Regulations for Greater Mumbai, 1991 (hereinafter referred to as “**the DCR**”) and in accordance with the other applicable provisions of DCR.
4. We have further informed you that we had applied to the concerned authorities for the requisite permissions from the Slum Rehabilitation Authority (“**SRA**”) and the SRA has issued a Letter of Intent dated 2nd June, 2016 bearing No. SRA/ENG/2161/KE/PVT/LOI in our favour. You are further aware that the Proposed Building is a composite building comprising of rehabilitation/PAP tenements as well as the free sale component, pursuant to approvals granted to us by the SRA, as per the list annexed hereto as **Annexure ‘A’**. You are further aware that we shall be constructing the said Building with such variations and modifications as we may consider necessary or may be required by the concerned local authority / Government to be made in them; Provided that we shall obtain your prior consent in respect of such variations/ modifications which may adversely affect the area and the location of the said Flat agreed to be acquired by you.
5. We had made applications for the approval of plans to the SRA for construction of the Proposed Building on the said Land and in response to such application, the SRA has approved the plans for construction of the Proposed Building and issued to us an Intimation of Approval dated Intimation of Approval bearing No. SRA/ENG/3151/KE/PVT/AP dated 5th January 2015, amended from time to time, latest amendment being approved by SRA vide its letter dated 30th January, 2017 and

Commencement Certificate dated 14th October, 2015 bearing No. SRA/ENG/3151/KE/PL/AP and thereby approved plans for the Proposed Building to be constructed on the said Land.

6. Pursuant to your request, we have provided you with all the information, explanations and clarifications and you have taken inspection of the title documents in respect of the said Land and also the existing approvals, permissions, sanctions, licenses etc. presently obtained by us for the development of the Project including the sanctioned plans presently obtained by us and satisfied yourself *inter alia* about our entitlement to develop the said Land and the details and specifications of the Project and you have independently carried out all necessary due diligences *inter alia* legal and architectural including but not limited to details regarding the development of the Project proposed FSI, future FSI, Fungible FSI, total FSI of the Project and have satisfied yourselves completely in all regards and hereby undertake not to raise any queries, objections, contentions etc. at a later date. You have also inspected the draft Agreement for Sale ("**Proposed Agreement**") to be executed between us and understood the terms and conditions mentioned therein.
7. You are aware that we have registered the sale component comprised in the Project with the Maharashtra Real Estate Regulatory Authority ("**MahaRERA**") under provisions of the Real Estate (Regulations and Development) Act, 2016 ("**RERA**") and rules thereunder vide Registration bearing No. _____. You have inspected the MahaRERA Online Portal, wherein details of the Project have been uploaded by us.
8. As aforesaid, the completion of the Proposed Building and the redevelopment of the scheme shall be subject to receipt of pending approvals and permissions from the various authorities.
9. In consideration of acquiring the said Flat, you shall pay to us a total lump - sum purchase price of **Rs. [_____]/- (Rupees [_____]) Only**), which includes costs, charges and expenses of facilities appurtenant to the said Flat as set out in **Annexure "B"** hereto, alongwith the proportionate price of the common areas and facilities appurtenant to the said Flat ("**the Purchase Price**"). The Purchase Price shall be subject to deduction of tax at source under the applicable provisions of Income Tax Act, 1961 and rules framed

thereunder. The Purchase Price for acquisition of the said Flat shall be payable by you in installments in the manner set out in **Annexure "C "** and time for payment of each such installment shall be of the essence of this writing. The Purchase Price shall be revised in the event of any increase in the development charges or any other charges payable by the Developer to the SRA or MCGM or any other government authorities.

10. The Purchase Price as aforesaid, has been arrived at, after providing a rebate to you and after considering the benefits/rebates/input tax credits available to the Promoter on account of Indirect Taxes/ GST paid / payable in respect of the Project and the same has been agreed and accepted by you.
11. We confirm receipt of an aggregate amount of **Rs. [_____]/- (Rupees [_____] Only)** as advance booking deposit paid on or before the issuance of this letter and the same shall be adjusted towards the Purchase Price at the time of execution of the Proposed Agreement (as defined hereinbelow).
12. You have informed us that you will be availing a bank loan of **Rs. [_____]/- (Rupees [_____] Only)** under the subvention scheme offered by [_____] ("**Bank/Financial Institution**"). Under such scheme availed by you, we are authorized to collect payments as per the above agreed payment plan, on or at any time before the due date, based on the standard terms of the subvention scheme of the concerned Bank/Financial Institution. In case the Bank/Financial Institution approves a lower sum than the proposed loan amount mentioned above, you agree to pay a higher upfront payment as may be demanded by us. The sanction and disbursement of the loan amount by the Bank/Financial Institution depends on your eligibility and we shall not be responsible if the said loan is not sanctioned and/or if the Bank/Financial Institution refuses to disburse the same as per the payment plan and schedule referred to above.
13. It is clarified that the Purchase Price of **Rs.[_____] /- (Rupees [_____] Only)** payable by you to us towards the said Flat is excluding all taxes, duties, cesses including Goods and Service Tax etc. and also any development charges/betterment charges/new levies/surcharges that may be imposed/levied (now or at any time

hereafter) by the Government and/or any other authority (“**Statutory Charges**”); and the same shall be separately charged extra, as applicable, and shall be payable by you (over and above the Purchase Price of **Rs.[_____]/- (Rupees [_____] Only)**) on or before execution of the requisite Proposed Agreement.

14. It has been agreed that all the Statutory Charges i.e. taxes, duties, cesses including payment of Goods and Service Tax on any amount payable on this transaction, 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.
15. It is clarified and agreed between us that the time, for making payments of the aforesaid installments of the Purchase Price and all other amounts as set out in this Provisional Allotment Letter is of the essence; and any delay by you in making the aforesaid payment/s (including any delay by the Bank/Financial Institution in disbursing the installment/s for any reasons whatsoever), shall forthwith render this Provisional Allotment Letter terminable at our sole and exclusive option and discretion, without any further act and/or reference and/or recourse to you In the event of our so terminating this Provisional Allotment Letter on account of delay in payment by you, we shall be entitled to impose cancellation and administrative charges of **Rs.[_____]/- (Rupees [_____] Only)** and thereupon we shall also be free and entitled in our own right to deal with the said Flat, in any manner as we deem fit in our sole and absolute discretion **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 Provisional allotment void as aforesaid, permit you to pay the said installments after their respective due dates but after charging interest thereon at such rate of interest per annum (“**the Agreed Interest Rate**”), as mentioned in Rule 18 of the Real Estate (Regulation and Development) (Registration of the Real Estate Projects, Registration of Real Estate

Project, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**RERA Rules**").

16. You have further confirmed to us that an intimation forwarded from us to you at your aforesaid correspondence address and/or by email at the email address provided by you, that a particular stage of construction is commenced or completed in the said Project, shall be sufficient proof that such stage of construction is commenced or completed in the said Project. However, it is also agreed by you that the failure of receipt of any such notice/intimation from us requiring such payment, shall not be taken as a plea or an excuse for non-payment of any amount/s on their respective due dates.
17. You 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 Proposed Building.
18. You have agreed to bear and pay the stamp duty and registration charges, GST payable on the Proposed Agreement in respect of the said Flat. You have agreed to pay the stamp duty and registration fee and to visit our offices for executing the Proposed Agreement within a period of 7 (seven) days from our calling upon you to do so and you agree to pay the stamp duty thereon and attend the office of the concerned Sub-registrar of Assurances for admitting execution of such Proposed Agreement and other incidental documents.
19. 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 third party,
20. You are aware that we shall be entering into several arrangements similar to this allotment with several parties who may agree to take and acquire premises in the Proposed Building, subject to such modifications as may be deemed necessary, considerable, desirable or proper by us, with a view that ultimately the purchasers/occupants of the various premises in the Proposed Building shall form a Co-operative Society or a Condominium of Apartment Owners or a Limited Company ("**the Legal Entity**"); and as provided hereinafter, a portion of the said Land on which the Proposed Building is being constructed, together with the

Proposed Building (once constructed) will be transferred to the Legal Entity as per the guidelines and regulations framed by the Government of Maharashtra/SRA in accordance with the provisions of Section 15A the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment) Act, 1971 and other applicable rules/regulations, after completion of the entire project of development by using and consuming the entire development potential of the said Land.

21. You hereby agree to become a member of the Legal Entity and for such purpose you agree to sign all papers as may from time to time be required by us. You hereby further agree and confirm to sign any other writing or writings and all necessary forms and papers for the purpose of formation and registration of the Legal Entity. You hereby agree to observe the rules and regulations that may from time to time be framed by us or the Legal Entity for the purpose of management of the Proposed Building and the Project and the bye-laws, rules and regulations of the said Legal Entity and amendments and modifications thereto from time to time.
22. For the effective management of parking spaces in the Proposed Building and in order to avoid any later disputes, we shall be earmarking parking spaces (in the compound, podium or in the stilt) of the Proposed Building for exclusive use thereof by certain holders of premises in the Proposed Building, depending on availability. You have confirmed having understood the same and have agreed that we shall be entitled to do such earmarking at our discretion and you hereby agree to unconditionally accept the decisions taken by us in relation to such earmarking of car parking spaces. You have further agreed and undertaken that pursuant to formation and registration of the Legal Entity and your admission to the Legal Entity as member/s thereof, you shall cast your votes in the first general meeting or shareholders' meeting, as the case may be, of the Legal Entity in favour of approving such car parking earmarking as done by us so that the respective person/s in whose favour we have earmarked the car parking spaces, will be allotted such respective car parking space/s by the Legal Entity for exclusive use along with rights of transferability in respect thereof. The holder of the said Flat will be entitled to park [] ([]) vehicle/s in the compound, in the podium or in the stilt of the Proposed Building.

23. We shall complete construction of the building in which the said Flat is situated by 31st December 2019, with a further grace period of 6 months, subject to force majeure events (which will be set out in detail in the Proposed Agreement in respect of the said Flat).
24. Over and above the amounts towards the Purchase Price payable hereinabove and other amounts agreed to be paid by you to us as set out hereto, you shall before taking possession of the said Flat or within a maximum period of 7 (seven) days from the date of offer of delivery of possession of the said Flat (whether or not you have taken possession of the said Flat or not), whichever is earlier pay to us the following amounts:
- (a) A sum of Rs. 520/- (Rupees Five Hundred Twenty Only) towards acquiring the shares of the Legal Entity and entrance fee of Rs.100/- (Rupees One Hundred Only) for the admission to Legal Entity as member/s thereof.
 - (b) A sum of Rs. 15,000/- (Rupees Fifteen Thousand Only) as proportionate contribution for formation and registration of the Legal Entity (Non-Refundable)
 - (c) A sum of Rs. [_____] /- (Rupees [_____] Only) as advance maintenance charges and property tax charges to us towards your contribution of the monthly estimated outgoings for a period of 12 (twelve) months from date of our offering possession of the said Flat.
 - (d) You have agreed to deposit an amount equivalent to **Rs. [_____] /- (Rupees [_____])** which shall constitute the corpus fund towards maintenance of common infrastructure and general facilities and amenities and to endure/bear any uncertain and contingent expenses and for recovery of all the dues, outgoings, etc. payable by you to us and/or any other concerned authorities before taking possession of the said Flat.
 - (e) You agree/s and confirms that such amounts paid/payable towards maintenance charges and/or Property Tax is tentative and in the event if there is any enhancement/increase in the actual

amount of maintenance charges or Property Tax, then you shall be liable to pay such increased/enhanced maintenance charges or Property Tax as per actuals, within the period as may be demanded by us from you without any delay or demure.

25. You agree not to claim any right, title or interest in the said Flat till the entire Purchase Price, Statutory Charges and other payments payable by you are paid in full. This is not an agreement for sale or transfer of the said Flat in your favor and is merely a confirmation of our intent to allot the said Flat to you, provided you comply with all the terms and conditions contained in this letter.
26. The said Flat shall be capable for being used only for residence and shall not be used for any other purpose by you.
27. All disputes, claims and questions whatsoever which may arise, touching or relating to or arising out of this Provisional Allotment Letter or the construction or application hereof or any clauses or thing herein contained or in respect of the entitlements, rights, duties, responsibilities and obligations of any of us or as to any act of commission or omission of any of us or as to any other matter in anyway relating to this Provisional Allotment Letter shall be resolved in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder. The courts in Mumbai shall have jurisdiction for this Provisional Allotment Letter and the Proposed Agreement.
28. Please confirm your acceptance of the aforesaid terms and conditions by signing and returning to us a duplicate copy of this Allotment letter.

SCHEDULE

Description of the said Flat

Flat / premises / blocks No. _____ on the _____ floor in the “_____” wing having total carpet area admeasuring _____ sq. mtrs. (i.e. _____ sq. ft.) as defined under the provisions of RERA, which is equivalent to _____ square meters as defined under the provisions of MOFA in the said New Building to be known as "**Swapnapoorti**" under construction on the said Land being the land or ground admeasuring bearing Survey No. 33(B), C.T.S. No. 145 admeasuring about 573.50 square metres and Survey Nos. 33-A and 33-C, C.T.S. Nos. 146, 146/1 to 25, 147, 147/1 to 14 admeasuring 1,641.30 square metres (now

having been corrected and amalgamated and declared as C.T.S. No. 145 admeasuring about 2,334.40 square metres as on Property Register Card) of Village Majas, Taluka Andheri, at Jogeshwari (East), Mumbai 400 060, within the registration district and sub-district of Mumbai City and Mumbai Suburban.

Thanking you,

Yours faithfully,

M/S. SHIV SAMRUDDHI DEVELOPERS
through its Members
M/s. Shivkrupa Developers

Mr. Vikash Shantilal Kavar
(Partner)

Place : Mumbai

Dated : July, 2017

I/We, _____ hereby confirm
and agree to the terms and conditions of this allotment letter and confirm that
I/we shall abide by the same.

Date: _____

(_____)

ANNEXURE “A”

- (i) Letter of Intent dated 2nd June, 2016 bearing No. SRA/ENG/2161/KE/PVT/LOI;
- (ii) Intimation of Approval dated Intimation of Approval bearing No. SRA/ENG/3151/KE/PVT/AP dated 5th January 2015, amended from time to time, latest amendment being approved by SRA vide its letter dated 30th January, 2017; and
- (iii) Commencement Certificate dated 14th October, 2015 bearing No. SRA/ENG/3151/KE/PL/AP.

DRAFT

ANNEXURE 'B'

List of Common areas and amenities

1. Modern Elevation.
2. Well decorated entrance lobby
3. Earthquake resistant structure.
4. Elevators of reputed make
5. Under ground water tank.
6. Ample parking space.
7. Fire fighting system in the building.
8. Parking Tower

DRAFT

ANNEXURE 'C'

DETAILS OF INSTALLMENTS OF PURCHASE PRICE

The total Purchase Price payable by the Allottee to M/s. Shiv Samruddhi Developers, in respect of the said Flat shall be **Rs. _____ (Rupees _____)**. The Purchase Price of **Rs. _____/- (Rupees _____ Only)** shall be paid by the Allottee to M/s. Shiv Samruddhi Developers in the following manner, time for such payment being of the essence of allotment:

Sr. No.	Particular	Amount (Rs.)
1	On or before Booking	
2	At the time of execution and registration of Proposed Agreement	
3	On the completion of the plinth of the Building	
3	on the completion of the slabs, including podiums and stilts, of the New Building	
4	on the completion of the walls, internal plaster, floorings doors and windows of the said Premises	
5	on the completion of the sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises	
6	on the completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the New Building	
7	on the completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain of the New Building	
8	on/after the receipt of the Occupation Certificate or Completion Certificate with respect to the Real Estate Project	
	Total	