

[ON THE LETTERHEAD OF M/S. RAMESH BARREL SUPPLYING COMPANY]

ALLOTMENT LETTER

Date: ____/____/20____

To,
Mr. / Mrs. / M/s _____,

_____.

(Name and Address of the Allottee/s)

Dear Sir / Madam,

Ref.: Provisional allotment of residential flat no. _____ admeasuring _____ square feet RERA carpet area equivalent to _____ square meters RERA carpet area to be situated on the _____ floor in the building to be constructed and known as “**Avenue 15**” alongwith ____ (_____) car parking space/s admeasuring ____ X ____ X ____ (in a mechanized puzzle car parking tower), both to be constructed on all that piece and parcel of land admeasuring 932.45 square meters, forming part of the larger land admeasuring 2,565 square yards equivalent to 2,144.66 square meters bearing Old Cadastral Survey No. 5/172 and New Cadastral Survey No. 5C/172 of Parel Sewree Division and lying, being and situate at Sitaram P. Murai Road, Off P.D. D'Mello Road, Behind Sewree Court in the Registration District and Sub-District of Mumbai City.

1. We have commenced development of land admeasuring 932.45 square meters (forming part of the larger land admeasuring 2,565 square yards equivalent to 2,144.66 square meters) bearing Old Cadastral Survey No. 5/172 and New Cadastral Survey No. 5C/172 of Parel Sewree Division and lying, being and situate at Sitaram P. Murai Road, Off P.D. D'Mello Road, Behind Sewree Court in the Registration District and Sub-District of Mumbai City (hereinafter referred to as the “**said Land**”) and are desirous of constructing a mixed use residential building of about ground plus upper floors which shall be comprising of residential flats and commercial unit known as “**Avenue 15**” (hereinafter referred to as the “**said New Building**”), a mechanized puzzle car parking tower (hereinafter referred to as the “**said Car Parking Tower**”) and certain common areas, amenities and facilities (hereinafter referred to as the “**Common Areas, Amenities and Facilities**”) on the said Land by interalia utilizing maximum development potential of the said Land and FSI/TDR to be obtained on surrender of set back / reserved land forming part of larger land

owned by us (all of which is more particularly detailed and defined as “Maximum Development Potential” in the draft agreement for sale, a standard copy of which is uploaded on the RERA website and hereinafter is referred to the “**said Draft AFS**”), in accordance with the all approvals, sanctions, permissions etc granted/to be granted by Municipal Corporation of Greater Mumbai (“**MCGM**”) and other competent authorities from time to time (all of which are more particularly detailed as “Approvals” in the said Draft AFS) and in compliance of the applicable laws including the provisions of the DCPR. The aforesaid proposed development and construction on the said Land is registered as a standalone ‘real estate project’ (hereinafter referred to as the “**said Project**”) with the Maharashtra Real Estate Regulatory Authority (hereinafter referred to as “**RERA Authority**”) under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016, (hereinafter referred to as the “**RERA Act**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosure on Website) Rules, 2017 (hereinafter referred to as the “**RERA Rules**”). The RERA Authority has duly issued a certificate of registration bearing number [●] dated [●] for the said Project (“**RERA Certificate**”).

2. We have already obtained from Municipal Corporation of Greater Mumbai (“**MCGM**”) the following principle Approvals:
 - a. Intimation of Disapproval dated 8 January 2021 bearing No. P-3616 / 2019 / (5C/172) / F / South / PAREL-SEWERI / IOD / 1 / New for demolition of old structures standing on the said Land (which have since been demolished);
 - b. Building Plans dated 9 August 2021 sanctioned vide its amended plans approval letter bearing no. P-3616 / 2019 / (5C - 172) / F / South / Parel – Sewree / 337/2 Amend, subject to the terms and conditions mentioned therein; and
 - c. Commencement Certificate dated 4 March 2021 bearing ref. no. P-3616 / 2019 / (5C/172) / F / South / PAREL -SEWERI / CC / 1 / New for carrying out construction of a new building on the said Land which has been further endorsed on 1 November 2021.

3. For construction of the said Project, out of Maximum Development Potential the Promoter is presently proposing to utilize built-up area admeasuring 6204.54 sq. mtrs. *(including fungible)*. There is also a provision for constructing on the said Land II *(which term is defined in the said Draft AFS)* a new building by utilizing built-up area admeasuring 308.85 sq. mtrs. *(including fungible)*.
4. You agree that you have perused, verified and understood as well as have caused to be examined in detail by your advocates and architectural consultants, all documents pertaining to the title of the said Land and you have also inspected the copies of all the documents of title relating to the said Land, in principle Approvals, the designs and specifications prepared by the Promoter's Architect and all other documents/information as specified under RERA Act and RERA Rules in respect of the said Project. You confirm that you are completely satisfied with (i) our title to the said Land and our entitlement to develop the same, (ii) the in principle Approvals and sanctions obtained from the Governmental Authorities, (iii) the scheme for development of the said Land, (iv) the handover of land admeasuring 948.87 sq mts out of the larger land reserved for DP road/set back area (defined as Proposed DP Road Land in the said draft AFS), (v) our entitlement to construct a separate project on balance of larger land (defined as Land II in the said draft AFS), (vi) the nature and extent of rights and interest reserved unto ourselves, in the said Project and (vii) our right to sell various flats in the said New Building, in the manner, we deem fit. You have also examined all documents including the Legal Title Report dated 3 November 2021 issued by Hariani and Co., Advocates and Solicitors and all the information uploaded on the website of the RERA Authority and have understood the documents and information in all respects and have fully satisfied yourself with the same. You agree that you will not raise/make any further requisitions/investigations/objections in regard to any of the aforementioned.
5. You have prior to the date hereof, examined the copy of the RERA Certificate uploaded on the website of the RERA Authority and have caused the same to be examined in detail by your advocates and architectural consultants **(Note: To be finalized after obtaining information about the registration status of the project from the client).**

6. You have agreed and confirmed that you have physically inspected the said Land whereupon the said New Building is being constructed and have completely understood the scheme of development to be implemented by us. You agree that you will not raise/make any further requisitions in this regard.
7. You agree and confirm that we have expressly disclosed to you that the present in principle Approvals including the building plans are primary and interim in nature and we reserve our right and shall further amend, change or revise the Approvals including the Building Plans dated 9 August 2021, from time to time without affecting the area of the said Flat (defined herein below) so as to utilize / consume the Maximum Development Potential (*which term is defined in the said Draft AFS*) and/or part thereof.
8. Being desirous of acquiring a residential flat in the said New Building, you have approached us and requested us to allot to you a residential flat in the said New Building.
9. Subject to you agreeing to the terms and conditions as set out herein and in the said Draft AFS, we have agreed to provisionally allot to you on your request, a residential flat no. [●] admeasuring [●] square feet RERA carpet area equivalent to [●] square meters RERA carpet area (hereinafter referred to as the "**said Flat**") to be situated on the [●] floor in the said New building alongwith __ (____) car parking space/s admeasuring __ X __ X __ in the said Car Parking Tower (hereinafter referred to as the "**said Car Parking Space**") subject to the superintendence, rules and regulations framed by the Society/Association/Condominium (as may be formed), for the aggregate consideration of Rs. [●]/- (Rupees [●] only) (hereinafter referred to as the "**Purchase Price**"). The payment of Purchase Price shall be subject to deduction of Tax Deducted at Source ("**TDS**") as required under prevailing law.
10. We intend to provide in the said Flat, standard fixtures and fittings a provisional list whereof is set out in **Annexure "A"** annexed hereto. Alongwith the said Flat, we have also agreed to provisionally allot you for NIL consideration, a right to use in common alongwith the other flat purchaser/s and/or commercial unit purchaser of the said Project, the Common Areas, Amenities and Facilities in the said Project, a provisional list whereof is set out in **Annexure "B"** annexed hereto.

11. You agree to timely, without any delay demur or protest, pay us the Purchase Price in accordance with the payment plan set out in **Annexure “C”** annexed hereto and in the mode manner and timelines set out in detail in the draft AFS. Simultaneously with/Prior to the execution hereof, you have paid us a sum of Rs. [●]/- (Rupees [●] Only) only as and by way of token money / earnest money. We have informed you and you agree and confirm that only upon execution of the said Draft AFS by both the Parties the aforesaid token money / earnest money shall be deemed to be adjusted towards Purchase Price.
12. You agree and undertake to accept and not dispute the certificate of the stage of completion of the said New Building as set out in the demand letter issued by us, for raising a demand of the instalment of the Purchase Price and further undertakes to pay the amounts mentioned in the demand letter within 15 (fifteen) days of demand letter being sent by Promoters to the Allottee/s in a separate account opened by Promoter for said purposes.
13. All payments shall be made by cheque drawn on banks in Mumbai or demand draft payable at Mumbai or by means of Real Time Gross Settlement/ National Electronic Funds Transfer and not otherwise, in the name of “[●]” A/c No. [●] with [●] Bank Limited, till further instructions by us.
14. In addition to the Purchase Price, you shall also be solely liable to bear and pay any and all taxes, levies, duties, cesses etc. (whether applicable/payable now or become applicable/payable in future) including GST and/or Works Contract Tax, Swachh Bharat Cess, Krishi Kayan Cess, land under construction tax, LBT and/or all other direct/indirect taxes/duties, impositions applicable, levied by the Governmental Authorities (*which term is defined in the said Draft AFS*) or any other tax/liability which may be levied in connection with the said Flat and the said New Building and/or on account of the proposed transaction contemplated herein (hereinafter referred to as the “**said Taxes**”). You have agreed and understood that we shall never be liable, responsible and/or required to bear and/or pay the said Taxes or any part thereof and we shall never be liable or responsible for consequences of non-payment thereof.
15. You shall also be liable to pay us all other amounts including without limitation costs, charges, deposits, outgoings etc which are more particularly detailed in

the said Draft AFS and you confirm that you have read the same in detail and understood all your liabilities and obligations in respect of the allotment and sale of the said Flat.

16. You confirm that in the event, you are a Non Resident Indian (N.R.I.) or non-resident / foreign national of Indian origin, foreign national, foreign company or non-resident, then it shall be your sole responsibility to procure all the necessary / statutory permissions from the Reserve Bank of India or any other Governmental Authorities as well as to comply with the necessary formalities as laid down in the Foreign Exchange Management Act, Reserve Bank of India Act and rules/ guidelines made/issued there under and all other applicable laws to that extent, in order to acquire the said Flat and the said Car Parking Space. We shall not be held liable for the deficiency of any statutory permissions being not available or procured by you.
17. You agree and confirm that the final area of the said Flat is subject to variation of 3% (three percent) and that we shall confirm the final carpet area of the said Flat which shall be allotted to you after obtaining occupation certificate and furnish details of the changes, if any, in the carpet area, over and above the permitted variation cap of 3% (three percent). If the actual carpet area of the said Flat increases or decreases by more than 3% (three percent) on account of any structural design, construction variances and/or as a result of physical variations due to tiling, ledges, plaster skirting, RCC column etc., the Purchase Price shall proportionally stand increased or decreased. The increased / decreased / recalculated Purchase Price shall be adjusted or paid (as the case may be) as is more particularly recorded in the said draft AFS. For the purpose of determination of the constructed area of the said Flat, the decision of the Architect appointed for the construction of the said New Building shall be final and binding. Notwithstanding the aforesaid, you agree to and accept all and any increase or decrease in the carpet area of the said Flat due to change in any law, rules, regulations, notifications etc. issued by the Governmental Authorities from time to time without any change in Purchase Price.
18. You expressly consent to all variations, alterations, amendments, modifications, changes, new designs, scheme of development of the said Land etc. as may be decided by us at our sole discretion including without limitation, to the layout & building plans of the said Project, Common Areas, Amenities

and Facilities, other development on said Land and/or details and specifications in respect of said Project and/or varying the access to the said New Building and/or the said Car Parking Tower which arises on account of and/or if the same is required for the purpose of efficacious planning and exploitation of Maximum Development Potential (*which term is defined in the said Draft AFS*) and/or to utilize the balance/unutilized FSI / TDR and/or development potential, benefits in respect of the said Land thereof as available presently or that as may be available in future and you further agree and undertake not to raise any claim, demand or dispute of any nature whatsoever in respect thereof as long as such variations, alterations or amendments or deletions proposed by us does not affect the location and/or area of the said Flat. In the event any law, for the time being in force, requires us to obtain consent of all the purchasers and/or allottee/s in the said New Building, then you shall not unreasonably withhold such consent and shall not claim any amount, consideration, compensation, etc. and shall consent, fully co-operate and assist us in respect thereof.

19. If you so desire, you may apply for home loan/finance, to any bank/financial institution or any other source at your sole discretion and responsibility. You agree, confirm and understand that it shall not be our responsibility or liability to make arrangements for or facilitate the sanctioning and disbursement of the home loan/ finance to you and further agree and understand that we shall not be held responsible in any manner whatsoever in the event the application, if any, for home loan/finance for / in respect of the said Flat is rejected by any bank / financial institution and the loan is not sanctioned and/or disbursed. You understand, agree and confirm that your obligation, responsibility and liability to pay us (i) the Purchase Price in accordance with the Payment Plan, (ii) the said Taxes and (iii) all other amounts which are more particularly detailed in the said Draft AFS and under this letter of provisional allotment, shall continue irrespective notwithstanding the eventuality that your application, for home loan/finance in respect of the said Flat is rejected by any bank or financial institution and the loan is not sanctioned and disbursed. You agree and confirm to arrange for and pay for any shortfall in any amounts payable by you to us, arising out of the failure of the above. It is clarified that neither Payment Plan nor the due dates / time period for making payment of any amounts under the said Draft AFS and/or this provisional allotment letter shall not be altered in the event of such contingency.

20. The said Draft AFS to be executed in respect of the proposed transaction contemplated herein has been shared with you and you have agreed to execute (in the same format shared with you) and admit the execution thereof before the Sub-Registrar of Assurances. You shall come forward and execute and admit the execution of the said Draft AFS upon payment of 10% of the Purchase Price and we shall not be liable for your failure to execute the same and/or admit the execution thereof. You agree and confirm that you alone shall pay the said Taxes including GST, out of pocket costs, charges and expenses including the registration charges of and incidental to the said Draft AFS and/or in respect of the transaction contemplated herein
21. It is specifically agreed by and between us that the timely (i) payment of the said Purchase Price in accordance with the Payment Plan, said Taxes and all other amounts which are more particularly detailed in the said Draft AFS and under this letter of provisional allotment and (ii) execution of the said Draft AFS, shall be the essence of contract.
22. In the event you commit default in payment on the due date of any amount due and payable by you to us (including your proportionate share of the said Taxes levied by Governmental Authorities and other outgoings) for more than 15 (Fifteen) days, then we shall be entitled at our discretion to terminate this provisional allotment by giving a notice of 15 (Fifteen) days in writing calling upon you to cure the defaults / breaches and failure to cure the default / breaches as per our satisfaction shall lead to automatic termination of this provisional allotment. Provided further that upon termination of this contract as aforesaid, we shall forfeit the earnest money / token money alongwith a minimum of 10% of the said Purchase Price and such amounts paid to the broker towards the sale of the said Flat to the new purchaser, without any reference or recourse to you, as and by way of liquidated damages which you agree, confirm and acknowledge to be reasonable, genuine and agreed pre-estimate of damages that will be caused to us due to cancellation of this letter and not as penalty.
23. Without prejudice to the above, in the event you fail and neglect to make the timely payment of the Purchase Price, said Taxes and any & all amounts agreed to be paid as recorded herein and in the said Draft AFS, you shall be

liable to pay the same along with interest as prescribed under the RERA ACT and RERA Rules.

24. You are aware that we shall have a first charge and lien on the said Flat in respect of the amounts due and payable by you towards the said Flat.
25. On termination of this provisional allotment, you agree and confirm that
 - a. You shall have no right, title, interest, claim 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 off the said Flat to any other person/s/ entity as we deem fit without any further act or consent from you.
 - b. you shall return to us the original of the Allotment Letter / or any other documents and/or separate receipts if any issued at the time of booking of the said Flat.
 - c. you shall not take or make any objection, contention, obstruction, claim or institute any proceeding in respect of our re-selling/re-allotting the said Flat to any person/s pending refund of balance monies (after deduction) as mentioned hereinabove.
26. Subject to you complying with what is recorded in clause No. 25 (b), the balance amount, if any, due shall be refunded to you within 60 days thereof. It is agreed that upon such termination or otherwise, we shall not be liable to refund said Taxes (defined in the said draft AFS) that you may have borne or paid pursuant to this allotment. All amounts paid by you towards the said Taxes upto the date of cancellation shall stand forfeited.
27. You further agree that receipt of the aforementioned refund by way of Cheque, if any, by hand delivery/registered post acknowledgment due at the address mentioned hereunder, whether encashed by you or not, will be considered as the payment made by us towards such refund and our liability in terms thereof shall come to an end forthwith.
28. The terms and conditions referred to herein and the terms and conditions set out in the said Draft AFS shall form integral part of this provisional allotment

and shall be binding on you and your legal heirs administrators and executors and/or successors and assigns etc. as the case may be.

29. You shall not be entitled to transfer/assign the rights and benefits of this letter of provisional allotment of the said Flat to any other person/entity without our prior written permission, which can be denied without assigning any reason.
30. We shall endeavour to offer possession of the said Flat on or before [●] (hereinafter referred to as the “**Date of Possession**”), however we shall be entitled to further extension for giving delivery of the said Flat, if the completion of the said Building and delivery of the said Flat is delayed on account of force majeure events and such other events beyond our control, as have been more particularly set-out in the said Draft AFS. The entire procedure for handover of possession of the said Flat and the obligations/conditions to be complied by you are set out in detail in the said Draft AFS.
31. On and from date of Possession /deemed hand over of possession of the said Flat, you shall be bound and liable to timely bear and pay all the property taxes, levies, maintenance charges, electricity & water charges, etc (all of which is set out in detail and defined as Outgoings in the said Draft AFS) as be determined by us from time to time without any delay demur and protest.
32. This allotment letter shall be valid till the cancellation / termination hereof as provided hereinabove or till execution and registration of the agreement for sale in respect of the said Flat whichever is earlier.
33. You agree and confirm that this letter of provisional allotment does not constitute an agreement to sell / intent / contract and further you agree and confirm that the allotment of the said Flat to you is provisional and is subject to (i) execution of the said Draft AFS and admission of the execution thereof, (ii) you fulfilling all the terms, conditions and obligations in this letter of provisional allotment and in the said Draft AFS and (iii) you making the payment to us of the Purchase Price in accordance with the Payment Plan, the said Taxes and all other amounts which are more particularly detailed in the said Draft AFS and under this letter of provisional allotment

34. You hereby expressly admit, acknowledge and confirm that the information, details, images, sketches and elevation contained in the leaflets/ brochures or any other printed material given / supported by us and/or by our agent/s to you and/or to your agent/s are only indicative and artistic imagination and may not be exact or accurate, and the same does not form either the basis or part of the contract. You agree that we have readily provided you with all the information/clarification in respect of the said Project and you have not relied on any leaflets/ brochures or any other printed material given / supported by us and/or by our agent/s to you and/or to your agent/s but have executed this letter after reading and understanding and being explained the contents of this letter and after conducting your independent due diligence and undertake not to raise any objection and hereby waive your right to raise such objection in that regard.
35. All letters, circulars, receipt and/or notices to be served upon you as contemplated by this letter shall be deemed to have been duly served if sent to you by email/registered post A.D./under certificate of posting at your address known to us which will be sufficient proof of receipt of the same by you and we shall completely and effectively be discharged of our entire obligation. For this purpose, you have given complete address specified below:

Address:

Email id:

Dated this ____ day of _____ 20__.

Thanking you,

Yours truly,

M/s. Ramesh Barrel Supplying Company

I/We Confirm,

(_____)