

ALLOTMENT LETTER

Date :- {DD/MM/YYYY}

To,

{Applicant Name} & {Co-Applciant's Name}

{Address},

{Address}.

Mob. No. :- {11111111/22222222}

Email Id. :- {abc@gmail.com}

Sub: Your Allotment of Apartment No. {Apartment No.} on the {Floor No.} floor (“Apartment”), in the on-going Project “AURUM GIRNAR” (“Project”) having MahaRERA Registration No. {RERA Registration number}.

Dear Sir/Madam,

We, Aurum Girnar Private Limited (“Promoter”) refer to your Application Form Dated {Booking Date}, (“Application Form”) and are pleased to inform you that we have allotted you (“Allottee/s”), the Apartment, more specifically described hereinbelow, in the Project for the price as mentioned under clause 1 (c) hereunder written (“Consideration Value”), and subject to the terms, conditions and covenants contained in the proforma of the Agreement for Sale (“Agreement”) as submitted to the Maharashtra Real Estate Regulatory Authority (“Authority”) as part of our application with the Authority.

1. ALLOTMENT OF THE APARTMENT:

a. PROJECT DETAILS:

| | |
|-----------------------|---|
| Project Name | AURUM GIRNAR |
| Building | AURUM GIRNAR |
| Address | C.S No. 172 of Malabar and Cumballa Hill Division, Dongarsi Road, Malabar Hill, Mumbai – 400006 |
| RERA Registration No. | {Project RERA No.} |
| RERA Web ID /Link | https://maharera.mahaonline.gov.in |

Aurum Girnar Private Limited

(Formerly known as Aurum Girnar LLP)

CIN: U68200MH2024PTC422362

Registered Office Address

1st Floor, IT Building no. 6, iRISE building,

Aurum Q Parc, Thane Belapur Road,

Navi Mumbai 400710

+91 22 6911 1800

cscompliance@aurumventures.in

www.aurumrealestate.in

b. DETAILS OF APARTMENT:

| Apartment Details | | | |
|-------------------|---------------------------|-----------------------------|-----|
| A | Apartment No. | {Apartment No.} | |
| B | Floor | {Floor No.} | |
| C | Building | AURUM GIRNAR | |
| D | Area (in square meters) | Carpet Area (Sq. Mtr) | { } |
| | | Balcony Area (Sq. Mtr) | { } |
| | | Service Slab Area (Sq. Mtr) | { } |
| E | Covered Parking Space(s): | _____ Nos. | |

c. CONSIDERATION:

| Consideration | | | |
|---------------------------------|----------------------------------|---|--|
| A | Apartment Cost | { } /- | |
| B | Infrastructure Charges & Parking | { } /- | |
| C | Common Amenities | { } /- | |
| Total Apartment Cost (A+B+C) | | { } /- | |
| Total Apartment Cost (In Words) | | {(Amount in Words)} | |
| D | Payment Schedule/Cost Sheet | As per the cost sheet shared at the time of booking | |

In addition to the Consideration Value, you shall also bear and pay stamp duty and registration charges and taxes consisting of tax paid or payable by way of GST, Service Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said Apartment and/or this letter of allotment (“**Allotment Letter**”) and/or the Agreement. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Allotment Letter and/or the Agreement and/or on the transaction contemplated herein and/or in relation to the said Apartment, shall be borne and paid by the you alone and we shall not be liable to bear or

pay the same or any part thereof. On a demand being made by us upon you, you shall pay the same to us without any delay, demur or default.

2. ALLOTMENT OF GARAGE / COVERED PARKING SPACE(S):

We have the pleasure to inform you that you have been allotted [●] no. of car parking space/s along with the said Apartment, the mechanical car parking space/s admeasuring [●] sq.mtr. having [●] mtr. length x [●] mtr. breadth x [●] mtr. vertical clearance each and conditions as shall be enumerated in the Agreement to be entered into between ourselves and yourselves.

3. NON-RESIDENT / FOREIGN NATIONAL OF INDIAN ORIGIN / FOREIGN COMPANIES:

The Allottee/s Agrees that in case the Allottee is an NRI or Non-resident/ Foreign national of Indian origin/ Foreign national / Foreign companies then in that event, the Allottee/s shall be solely responsible for complying with the necessary formalities laid down in the Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and/or rules/guidelines made/issued thereunder and/or all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in India. In case any such permission is refused or subsequently found lacking by any statutory authority, the same shall constitute breach of the terms hereof. The Allottee/s understands and agrees that in the event of any failure on his / her / their part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she / they shall be liable for any action under the FEMA as amended from time to time. We shall not be held responsible / liable in this regard. The Allottee/s shall keep us fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s, he/ she/ they shall inform us immediately and comply with necessary formalities, if any, under the applicable laws.

4. RECEIPT OF PART CONSIDERATION:

We confirm to have received from you an amount of Rs. [●] (Rupees [●] only), (this amount shall not be more than 10% of the cost of the said Apartment) being part payment

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of [●] % of the Consideration Value of the said Apartment as booking amount (“**Booking Amount**”) on _____dd/mm/yyyy_____ through mode of payment. The above payment received by us have been deposited in RERA Designated Collection Bank Account **43637298312**, State Bank of India, SME Wagle Branch having IFS Code **SBIN0001053** situated at State Bank of India, SME Wagle Branch (01053), Office No. 101 1st Floor, Bhoomi Velocity Park, Wagle Estate, Thane - 400604. In addition to the above bank account, we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. **43637298221** and **43637298481** respectively. The balance payment of the Booking Amount shall be paid by you within [●] days from the date of booking, the details whereof are more particularly mentioned in the **Annexure** hereunder written.

5. **DISCLOSURES OF INFORMATION:**

We have made available to you the following information namely:

- i. The sanctioned plans, layout plans, along with specifications, approved by the competent authority are displayed at the Real Estate Project site and have also been uploaded on MahaRERA website.
- ii. The stage wise time schedule of completion of the Real Estate Project, including the provisions for civic infrastructure like water, sanitation and electricity is as stated in **Annexure** attached hereto.
- iii. The website address of MahaRERA is <https://maharera.mahaonline.gov.in>.

You confirm that you have examined all documents and information uploaded by us on the website of the Authority at <https://maharera.mahaonline.gov.in> under the project name “**AURUM GIRNAR**” and have read and understood the Agreement, the documents and information in all respects and further you agree to the terms, conditions and covenants as contained in the Agreement uploaded by us as part of registration with the Authority.

6. **ENCUMBRANCES:**

We hereby confirm that the said Apartment is free from all encumbrances, and we hereby

further confirm that no encumbrances shall be created on the said Apartment.

7. FURTHER PAYMENTS:

Further payments towards the consideration of the said Apartment shall be made by you, in the manner and at the times as well as on the terms and conditions as more specifically enumerated / stated in the **Annexure** hereunder written.

8. POSSESSION:

We shall endeavour to complete the construction of the said Apartment and obtain the Occupation Certificate from Bombay Municipal Corporation ("BMC") for the said Apartment and hand over to you the said Apartment on or before the [REDACTED] ("Completion Date"). The possession will be subject to payment of the Consideration Value as well as payment of such amounts as more particularly mentioned in the **Annexure** hereunder written, and in the manner and as per the terms and conditions more specifically enumerated / stated in the Agreement to be entered into between ourselves and yourselves. We shall be entitled to extension of time for handing over delivery of the said Apartment on the Completion Date, if the completion of the Real Estate Project is delayed on account of occurrence of events of force majeure or any circumstances or events beyond our reasonable control.

9. INTEREST PAYMENT:

In the event you do not make payment of any instalment of the Consideration Value (prior to execution and registration of the Agreement), then you shall be liable to pay interest at the rate which shall be the prevailing State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay in making payment of the Consideration Value /parts thereof ("**the Interest Rate**").

10. CANCELLATION OF ALLOTMENT:

Notwithstanding what is mentioned in Clause 9 above, in the event you do not make payment of any instalment of the Consideration Value (prior to execution and registration of the Agreement), we shall be entitled to at our own option and discretion, terminate this

Allotment Letter, without any reference or recourse to you. Provided that, we shall give notice of 15 days in writing to you (“**Default Notice**”), by Courier / E-mail / Registered Post A.D. at the address provided by you, of our intention to terminate this Allotment Letter with detail/s of the specific breach or breaches of terms and conditions in respect of which we intended to terminate the Allotment Letter. If you fail to rectify the breach or breaches mentioned by us within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, we shall be entitled to terminate this Allotment Letter by issuance of a written notice to you (“**Termination Notice**”), by Courier / E-mail / Registered Post A.D. at the address provided by you. On the receipt of the Termination Notice by you, this Allotment Letter shall stand terminated and cancelled. On the termination and cancellation of this Allotment Letter, we shall be entitled to forfeit the entire Booking Amount as and by way of agreed genuine pre-estimate of liquidated damages which the parties agree are not in the nature of penalty. Upon the termination of this Allotment Letter, you shall have no claim of any nature whatsoever against us and/or the said Apartment and we shall be entitled to deal with and/or dispose off the said Apartment in the manner we deem fit and proper.

11. CANCELLATION OF ALLOTMENT DESIRED BY YOU:

- i) In case you desire to cancel the booking, an amount mentioned in the table hereunder written would be deducted and the balance amount due and payable shall be refunded to you without interest within 45 days from the date of receipt of your letter requesting to cancel the said booking.

| Sr. No. | If the letter requesting to cancel the booking is received by us from you | Amount to be deducted |
|---------|---|---------------------------------------|
| 1. | within 15 days from issuance of this Allotment Letter | Nil; |
| 2. | within 16 to 30 days from issuance of this Allotment Letter | 1% of the cost of the said Apartment; |

| | | |
|----|---|---|
| 3. | within 31 to 60 days from issuance of this Allotment Letter | 1.5% of the cost of the said Apartment; |
| 4. | after 61 days from issuance of this Allotment Letter | 2% of the cost of the said Apartment. |

- ii) In the event the amount due and payable referred in Clause 11 i) above is not refunded within 45 days from the date of receipt of your letter requesting to cancel the said booking, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

12. OTHER PAYMENTS:

You shall make payment of GST and all other direct and indirect taxes in terms of Clause 1 hereinabove, stamp duty and registration charges, as applicable and such other payments as detailed in the **Annexure** hereunder written and, in the agreement for sale, the proforma whereof is enclosed herewith in terms of Clause 13 hereunder written.

13. PROFORMA OF THE AGREEMENT AND BINDING EFFECT:

The proforma of the agreement for sale to be entered into between us is enclosed herewith for your ready reference. Forwarding the proforma of the agreement for sale does not create a binding obligation on the part of ourselves and yourselves until compliance by yourselves of the mandate as stated in Clause 14.

14. EXECUTION AND REGISTRATION OF THE AGREEMENT:

- i. You shall execute the agreement for sale and appear for registration of the same before the concerned sub-registrar within a period of 45 days from the date of issuance of this Allotment Letter.
- ii. If you fail to execute the agreement for sale and appear for registration of the same before the concerned sub-registrar within the stipulated period of 45 days from the date of issuance of this Allotment Letter, we shall be entitled to serve upon you a notice calling upon you

to execute the agreement for sale and appear for registration of the same within 15 days, which if not complied, we shall be entitled to cancel this Allotment Letter and further we shall be entitled to forfeit an amount not exceeding 2% of the Consideration Value of the said Apartment and the balance amount if any due and payable shall be refunded without interest within 45 days from the date of expiry of the notice period.

- iii. In the event the balance amount due and payable referred in Clause 14 ii) above is not refunded within 45 days from the date of expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.
- iv. You hereby irrevocably indemnify and shall at all times keep us and our officials indemnified, saved and harmless from and against all actions, including but not limited from the regulators/statutory authorities, claims, losses, damages, costs, liabilities, charges and expenses incurred, suffered or paid by us or required to be incurred, suffered or paid by us and against all demands, actions, suits or proceedings made, filed or instituted against us in connection with or arising out of or relating to the non-execution and/or non-registration of the agreement for sale by us.

15. VALIDITY OF THE ALLOTMENT LETTER:

This Allotment Letter shall not be construed to limit your rights and interest upon execution and registration of the agreement for sale between us. Cancellation of allotment of the said Apartment, thereafter, shall be covered by the terms and conditions of the agreement for sale.

16. OTHER TERMS:

- i. From the date of intimation of possession, the Allottee/s shall be liable to bear and pay the proportionate share of outgoings in respect of the Apartment and the Project, including but not limited to, local taxes, betterment charges or such other levies by the concerned Local Authority and / or Government, water, electricity charges, insurance, common lights, repairs, salaries of clerks, expenses for lift repairs and maintenance, housekeepers, gardeners, security and all other expenses necessary and incidental to the management and

maintenance of the Apartment and the Project. Until the society is formed and the society conveyance is duly executed and registered, you shall pay to us such proportionate share of outgoings as may be determined by us at our sole discretion. You further agree that till your share is so determined by us at our sole discretion, you shall pay to us provisional monthly contribution as mentioned in the **Annexure** hereunder written. It is further clarified and agreed that you shall be liable to bear and pay such monthly contribution/maintenance charges from the date(s) as may be specified in the Agreement irrespective of whether or not you have taken possession of the said Apartment.

- ii. You agree and confirm that in the event you enter into any loan/financing arrangement with any bank/financial institution as envisaged in the Agreement, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to us as per the payment schedule set out in the **Annexure** hereunder written. If such bank/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as due and payable to us on the respective due dates in the manner detailed herein, then you agree and undertake to pay such amounts to us in the manner detailed in the **Annexure** hereunder written, otherwise, the same shall be construed as a default on your part and we shall be entitled to exercise the provisions of Clause 9 hereinabove.

17. HEADINGS:

Headings are inserted for convenience only and shall not affect the construction of the various Clauses of this Allotment Letter.

Thanking you,

Your Sincerely,

For AURUM GIRNAR PRIVATE LIMITED

Note: "This is a system generated letter signature not required."

CONFIRMATION AND ACKNOWLEDGEMENT

I/We have read and understood the contents of this Allotment Letter and all the Annexures hereto. I/We hereby agree and accept the terms and conditions as stipulated in this Allotment Letter.

Signature:

Name:

(Allottee/s)

Email ID:

Date:

Place:

ANNEXURE

A. Stage wise time schedule of completion of the project

| Sr. No. | Stages | Date of completion |
|---------|--|--------------------|
| 1. | Excavation | |
| 2. | Basement(s) | |
| 3. | Plinth | |
| 4. | Podiums | |
| 5. | Stilt Floor | |
| 6. | Slabs of Super Structure | |
| 7. | Internal walls, Internal Plaster, completion of floorings, doors and windows | |
| 8. | Sanitary, Electrical and water supply fittings within the units | |
| 9. | Staircases, Lifts Wells and Lobbies at each Floor level connecting Staircases and Lifts, Overhead and Underground Water Tanks | |
| 10. | External plumbing and external plaster, elevation, completion of terraces with waterproofing | |
| 11. | Installation of lifts, water pumps, Fire Fighting Fittings and Equipment, Electrical fittings, mechanical equipment, finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building/Wing, Compound Wall and all other requirements as may be required to complete project as per specifications in agreement to sell, any other activities. | |
| 12. | Internal Roads & Footpaths | |
| 13. | Water Supply | |
| 14. | Sewerage (chamber, lines, Septic Tank, STP) | |
| 15. | Storm Water Drains | |
| 16. | Treatment and disposal of sewage and sullage water | |
| 17. | Solid Waste management & Disposal | |
| 18. | Water conservation, Rainwater harvesting | |
| 19. | Electrical meter room, sub-station, receiving station | |
| 20. | Others | |

B. Payment Plan for Consideration Value.

| Sr No | Milestone | Payment (as % of CV) |
|---|---|----------------------|
| 1 | Booking Amount I (Application Date) | BA I |
| 2 | Booking Amount II (Within 21 days from Application Date) | 10% - BA I |
| Mandatory Registration of Agreement to sell | | |
| 3 | Booking Amount III (Within 50 days from Application Date) | 15% |
| 4 | On Initiation of RCC works for level 7 | 20% |
| 5 | On Initiation of RCC works for level 18 | 20% |
| 6 | On Initiation of RCC works for level 29 | 20% |
| 7 | On receipt of OC | 15% |

(The above payment milestone may not be same for all the customers, the same will change from customer to customer)

The aforesaid schedule is not chronological and payment for any of the aforesaid milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone.

C. Reimbursements: Payable on / before the date of IOP*:

- (1) **Land Under Construction (LUC) Reimbursement:** Rs. _____/- (Rupees Only) towards reimbursement of LUC from the start of construction till the date of IOP.
- (2) **Electricity Deposit Reimbursement:** Rs. _____/- (Rupees only) towards provisional amount of reimbursement of deposit paid to Electricity Supply company on the Allottee/s's behalf. The benefit of the said deposit shall stand transferred to the Allottee/s when meter is transferred to the Allottee/s's name.
- (3) **Utility connection and related expenses:** Rs. _____/-
- (4) **Pipes Gas connection and related expenses (if applicable):** Rs _____/-.

D. Maintenance Related Amounts: Provisional amounts (subject to actuals) payable on/before the date of IOP:

- 1) Common Area Maintenance Charges: Rs. _____/- (Rupees only) covering period of 24 months from date of IOP.
- 2) Property Tax (Estimated): Rs. _____/- (Rupees only) covering period of 24 months from date of IOP.
- 3) Building Protection Deposit: Undated cheque of Rs. _____/- (Rupees only) towards Building Protection Deposit which shall be encashed only if there is violation of guidelines in respect of execution of fit outs /interior works.

Total Consideration = Consideration Value + Reimbursements + Maintenance related Amounts.

Note: All amounts stated hereinabove are exclusive of Indirect Taxes (including but not limited to service tax, MVAT, GST, stamp duty etc.) and all such Indirect Taxes/levies have to be borne and paid by the Allottee/s separately immediately upon the same being demanded by the Promoter.

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