

ALLOTMENT LETTER

Dated: / /

To,

_____ ,

_____ ,

_____ ,

Email: _____

Mobile No.: _____

PAN Card No.: _____

Aadhar Card No.: _____

Sub: Your request for allotment of Shop / Apartment No. [●] admeasuring _____ sq.ft. on [●] floor of the proposed building called “AUREATE” with the use of [●] car parking space as amenity thereto in the Project known _____ , having MahaRERA registration No. _____ , constructed on all that piece and parcel of Non-Agricultural Land admeasuring 1,294.20 sq. mtrs. bearing Final Plot No. 684 of T.P.S III, Borivali and corresponding CTS No. 67/S of Village Shimpoli, Borivali Taluka and old Survey No. 13 Hissa No. 8 situated at R. M. Bhattad Marg, Near Kora Kendra Ground, Village Shimpoli, Borivali (West), Mumbai 400092 (“**Property**”).

Dear Sir(s)/Madam,

1. Allotment of the said Apartment

This has reference to your request referred at the above subject. In that regard, we have the pleasure to inform that you have been allotted a Shop/ Apartment bearing No. _____ admeasuring RERA carpet area _____ sq. mtrs. equivalent to _____ sq.ft. situated on _____ Floor of the building of the project known as “AUREATE”, having Maha RERA registration No. _____ , hereinafter referred to as said “**Apartment**” being constructed on all that piece and parcel of Non-Agricultural Land admeasuring 1,294.20 sq. mtrs. bearing Final Plot No. 684 of T.P.S III, Borivali and corresponding CTS No. 67/S of Village Shimpoli, Borivali Taluka and old Survey No. 13 Hissa No. 8 situated at R. M. Bhattad Marg, Near Kora Kendra Ground, Village Shimpoli, Borivali (West), Mumbai 400092 (“**Property**”) for a sale price of Rs. _____ (Rupees _____ only) is exclusive of GST and other taxes and cess that maybe levied.

The Sale Price does not include the following:

1. Deposit for water meters

2. Deposit for electric meter and connection charges
3. Society formation charges
4. Legal charges
5. Share allotment money, if applicable
6. Deposit for Maintenance charges
7. Infrastructure and development charges

2. Allotment of parking space(s):

Further we have the pleasure to inform you that you have been allotted car parking space(s) bearing no. _____ at the level ____ of the building.

3. Receipt of part consideration:

We confirm to have received from you an amount of Rs. _____ (Rupees _____ Only) being ____% of the sale price of the said Apartment as booking amount/ earnest money on _____(date) vide _____(mode of payment).

4. Disclosure of Information:

We have made available to you the following information namely:-

- i. the legal title documents, the approved plans and the condition of the Shop/Apartment, approved by the competent authority as uploaded on MahaRERA website.
- ii. The said Apartment shall be of R.C.C. structure with block work with cement plaster on external surfaces. Further, the proposed carpet area of the said Apartment would be as per the approved plans and may change as a result of physical variations due to tiling, ledges, plaster, skirting, RCC column, etc. The RERA carpet area mentioned in the size of the Apartment is subject to $\pm 3\%$ variance (tolerance level). If there is more variance than the tolerance level on account of building constraints or otherwise, then either party shall compensate the other at the same rate per sq. ft. calculated by dividing the total Sale Price with the carpet area (taxes, cess, levies extra).
- iii. You have been informed that the Project is part of phase-wise development on the said Property and we reserve our right to carry out further development on the said Property in further phases from time to time. You have been explained the entire development on the said Property and our intention to exploit FSI of the entire property including the portion utilized in the present Project in view of change in development rules and regulations increasing the FSI potential at any time in the present or future. It has been clarified that the Project's facilities and amenities shall be shared with the further phases of development to be carried out on the said Property and shall be available for use and enjoyment of all the allottees of the Project and all future developments. The Allottee (including his successors and assigns) shall not be entitled to raise any protest, objection or cause any hinderance for any further development of the

said Property by the Promoter after giving their consent for further development (which consent shall not be unreasonably withheld).

iv. In the event, you desire to avail a loan from any bank/financial institution by mortgaging the Shop / Apartment, in that event you shall obtain prior written permission i.e. No Objection Certificate from us.

v. You are hereby informed that Project is primarily a residential project and many activities within the Project will disturb the peaceful use and habitation of the residential units by the various Allottees. Hence, in the interest of the Project, you have agreed that you will not carry on activities relating to eatery, restaurants/ hotels/ cafe/ any clinic/ hospital or nursing home, liquor, hookapalour, bar, or any other business which is likely to create nuisance for peaceful residential use of the Allottees in the said Project

5. Encumbrances:

There are no litigations pending before any court of law with respect to the said Property save and except the litigation mentioned in *lispendens* notice bearing No. BRL-5/13514/2019 registered with the Sub-registrar, Borivali, Mumbai Suburban District filed by M/s. Gada Enterprises.

6. Further Payments:

The balance payment of the sale price towards the 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 agreement for sale to be entered into between ourselves and yourselves.

7. Possession:

The Promoter shall endeavor to give possession of the Shop/Apartment to the Allottee on or before _____ subject to grace period of one year and further subject to force majeure events and other factors as specified in agreement for sale. The possession of the Shop/Apartment shall be delivered by the Promoter after the Shop/Apartment is ready for use and occupation provided all amounts due and payable by the Allottee under the Agreement for Sale in respect of the Shop/Apartment is duly paid by the Allottee.

8. Interest Payment:

In case of delay in making any payments, you shall be liable to pay interest at the rate which shall be 2%+ SBI prime lending rate per annum.

9. Cancellation of allotment:

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act at any time by giving at least 90 days' advance notice to the

Promoter. Upon acceptance of the cancellation by the Promoter, the Allottee shall be liable to forfeit the following amounts in favour of the Promoter from the amounts paid by him to the Promoter:

Sr. No.	If the letter requesting to cancel the booking is received,	Amount to be deducted
1.	Within 15 days from issuance of the first allotment letter;	Nil
2.	Within 16 to 30 days from the issuance of the first allotment letter	1% of the sale price
3.	Within 31 to 40 days from issuance of the first allotment letter	1.5% of the sale price
4.	After 61 days from issuance of the first allotment letter	2% of the sale price

In addition to the amounts mentioned hereinabove, the Promoter shall be entitled reimbursement of expenses incurred by the Promoter to effect the sale of the Shop/Apartment to the Allottee. These expenses shall include brokerage, GST, other levies, etc. as per the cost sheet shared with the Allottee at the time of booking of the Apartment.

Upon termination of the these presents, all rights, title and interest created in favour of the Allottee in respect of the Shop/Apartment shall be cancelled without any further writing or deed and the Promoter shall be entitled to deal with the Shop/Apartment in any manner he may deem fit. The Promoter shall refund the balance amount of Sale Price(excluding GST, brokerage, other charges, levies, cesses and other amounts paid by the Allottee) received till that date to the Allottee within 45 days without any interest. The Promoter shall be entitled to sell and transfer such forfeited Shop/Apartment to any other Allottee without giving any notice to the original Allottee. It is hereby clarified that balance amount of total sale price after making deductions mentioned hereinabove.

10. Other Payments:

You shall make payment of _GST and other taxes and cess, as applicable and such other payments as more specifically mentioned in the Agreement For Sale.

You are hereby informed that the Sale Price does not include the following:

1. Deposit for water meters;
2. Deposit for electric meter and connection charges;
3. Society formation charges;
4. Legal charges;
5. Share allotment money, if applicable;
6. Deposit for Maintenance charges; and

7. Infrastructure and development charges.

11. Proforma of the agreement for sale and binding effect:

The proforma of the agreement for sale to be entered into between ourselves and yourselves 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 12.

You understand that the said Agreement has been prepared in the interest of all unit purchasers in the project and no changes will be permitted to any of its clauses. Default in registration of the Agreement will be considered as a default and will result in cancellation of the reservation of the Apartment.

12. Execution and registration of the agreement for sale:

- i. You shall execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within a period of 2 months from the date of issuance of this letter or within such period as may be communicated to you. The period may be extended only upon mutual understanding.
- ii. if you fail to execute agreement for sale and appear for the registration before the concerned Sub-Registrar within the stipulated period that may be communicated to you, we shall be entitled to serve a notice calling upon you to execute the agreement for sale and remain present before the concerned Sub- Registrar for registration of the same, which if not complied, we shall be entitled to cancel this allotment letter and further forfeit an amount not exceeding 2% of the sale price and the balance payment (if any) 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 12 ii) above is not refunded within 45 days from the date of expiry of the notice period, the allottee shall be entitled to receive the balance amount with interest calculated at the rate which shall be 2%+ SBI prime lending rate per annum.

13. Validity of 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 ourselves and yourselves. Cancellation of allotment of the said Shop/ Apartment thereafter, shall be covered by the terms and conditions of the said registered document.

For Next Space Realty LLP,

(signature)

Name:

Designation:

E-mail id:

Date:

Place

CONFIRMATION & ACKNOWLEDGMENT

I/ We have read and understood the contents of this allotment letter and the Annexure.
I/We hereby agree and accept the terms and conditions as stipulated in this allotment letter.

Signature:

Name:

Date:

Place:

ANNEXURE-A
PAYMENT PLAN

Sr. No.	Particulars	Percentage	Amount in Rs.
1.	EMD at the time of booking	10%	
2.	Upon execution of Agreement		
3.	Completion of Plinth		
4.	On completion of ___ Slab		
5.	On completion of ___ Slab		
6.	On completion of ___ Slab		
7.	On completion of ___ Slab		
8.	On completion of ___ Slab		
9.	On completion of walls, internal plaster, floorings, doors & windows		
10.	On completion of sanitary fittings, staircases, lift wells, lobbies.		
11.	On completion of External plumbing, external plaster, elevation, terraces.		
12.	On completion of lifts, water pumps, electrical fittings, paving, etc.		
13.	On Possession upon receipt of Occupancy Certificate		
	Total	100%	