

1. **M/s. Hariyana Developers ("the Promoter")**  
404 Niranjan, 99 Marine Drive  
Marine Lines West, Mumbai 400 002.

2. \_\_\_\_\_ I ("the Allottee")  
ADD:

**Re:** Premises more particularly described in the First Schedule hereunder in Wing 'A' and Wing 'B' of the Tower/Building known as 'SHREE SURYODAYA', being constructed by us on all that piece or parcel of land admeasuring 1414.26 square yards equivalent to 1182.50 square meters and the property bearing C.T.S. No. 193 (pt), FP No. 351 of TPS Ghatkopar III, Village Ghatkopar, Situated at Pant Nagar, Ghatkopar East, Mumbai 400 075 Suburban ("Land") and to be more particularly described in the Agreement (as defined below).

1. The Promoter is undertaking the development of the Land in a ("Whole Project").
2. The development of Wing 'A' and 'B' of the building known as 'SHREE SURYODAYA' is a phase of the Whole Project and proposed as a "real estate project" by the Promoter and has been registered OR PROPOSED TO BE REGISTERED as a '[SHREE SURYODAYA Rera Registration No. P51800025572]"("the Real Estate Project") with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") 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 disclosures on website) Rules, 2017 ("RERA Rules"). The Promoter also proposes to develop Wing 'A' and 'B' of the building known as 'SHREE SURYODAYA' is a phase of the Whole Project and to register it subsequently as a separate "real estate project".
3. The Promoter has agreed to allot the premises more particularly described in the **First Schedule** hereunder written (hereinafter referred to as the "said Premises") to the Allottee/s, at or for the price as defined in the **First Schedule** hereunder written ("Sale Consideration"), and subject to the terms, conditions and covenants contained in the proforma of the Agreement for Sale ("Agreement") to be submitted to the Authority as part of the Promoter's application with the Authority.
4. The carpet area of the said Premises as defined under the provisions of RERA, is more particularly described in the **First Schedule** hereunder written, and, the equivalent carpet area of the said Premises as computed under the DCR is also described in the **First Schedule** hereunder written.
5. The Sale Consideration is required to be paid by the Allottee/s to the Promoter in accordance with the payment schedule as set out in the **Second Schedule** hereunder written.

6. The Sale Consideration is inclusive of taxes (consisting of tax paid or payable by way of GST 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 Premises and/or this letter of allotment). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST 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 letter of allotment and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the Promoter alone and the Allottee shall not be liable to bear or pay the same or any part thereof.
7. Simultaneous with payment of the second instalment of the Sale Consideration as detailed in the **Second Schedule** hereunder written, the Parties shall execute the Agreement as required under Section 13 of RERA and shall register the Agreement under the Registration Act, 1908, upon which, this Letter shall stand superseded by the Agreement.
8. The Allottee/s shall, before delivery of possession of the said Premises deposit such amounts as mentioned in the **Third Schedule** hereunder written with the Promoter. The amounts as more particularly mentioned in the **Third Schedule** hereunder written are not refundable and no accounts or statement will be required to be given by the Promoter to the Allottee/s in respect of the same. The Allottee/s shall make payments of such amounts as more particularly mentioned in the **Third Schedule** hereunder to the bank account of the Promoter, as detailed in the **First Schedule** hereunder written.
9. The Promoter shall allot to the Allottee/s car parking space/s being constructed on the basement of the Whole Project. The exact location of such car parking space/s will be finalized by the Promoter and possession thereof will be handed over to the Allottee/s only upon completion of the Real Estate Project in all respects, unless otherwise determined by the Promoter.
10. The Allottee/s shall execute and register the Agreement if not already executed and registered by then, prior to such sale/transfer of the said Premises/rights and/or benefits under this Letter.
11. In the event the Allottee/s does/do not make payment of any instalment of the Sale Consideration (prior to execution and registration of the Agreement) and/or in the event the Allottee/s refuse/s to execute and register the Agreement, then and without prejudice to the rights and remedies available to the Promoter including the right to charge interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2%

thereon for every month of delay in making payment of the Sale Consideration/parts thereof ("**the Interest Rate**"), the Promoter shall be entitled to at his own option and discretion, terminate this Letter, without any reference or recourse to the Allottee/s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s, of its intention to terminate this Letter with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Letter. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoter 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, the Promoter shall be entitled to terminate this Letter by issuance of a written notice to the Allottee/s ("**Promoter Termination Notice**"), by Courier / E-mail / Registered Post A.D. at

the address provided by the Allottee/s. On the receipt of the Promoter Termination Notice by the Allottee/s, this Letter shall stand terminated and cancelled. On the termination and cancellation of this Letter in the manner as stated in this sub-clause, the Promoter shall be entitled to forfeit 5% (five percentage) of the Sale Consideration plus the amount paid for the brokerage or referral fees, if any ("Forfeiture Amount") as and by way of agreed genuine pre-estimate of liquidated damages. Within a period of 30 (thirty) days of the Promoter Termination Notice, the Promoter shall after deduction of the Forfeiture Amount refund the balance amount of the Sale Consideration to the Allottee/s. Upon the termination of this Letter, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the said Premises and the Promoter shall be entitled to deal with and/or dispose of the said Premises in the manner it deems fit and proper.

For **M/s. Haryana Developers**

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Authorised Signatory

**Encl: As above**

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**THE FIRST SCHEDULE ABOVE REFERRED TO**

*(Meaning of certain terms and expressions)*

Sr. No.	Terms and Expressions	Meaning
1.	said Premises	Flat No_____ on the ____ floor in Wing “___” of the Real Estate Project.
2.	Sale Consideration	Rs. _____/- (Rupees _____ Only)
3.	Carpet Area as per RERA	_____ sq. ft. with 1 car parking space at 1 <sup>st</sup> Basement level
4.	Bank Account of the Promoter	NAME : HARIYANA DEVELOPERS BANK : HDFC Bank Ltd A/C NO : 57500001388527 IFSC : HDFC0001207 BRANCH : Marine Drive
5.	Contact Details	Promoter's email address: hariyana138@gmail.com Promoter's phone number: Promoter's fax number: Allottee/s email address: _____ Allottee/s phone number: _____ Allottee/s fax number: _____
6.	PAN	Promoter's PAN: Allottee/s PAN:

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
*(Schedule of Payment of the Sale Consideration as payable by the Allottee/s)*

SR. No.	Particulars	Percentage Due
1	Towards Booking Amount	10.00%
2	Registration of Agreement	20.00%
3	On Commencement of Stilt	5.00%
4	On Commencement of 1st Slab	2.50%
5	On Commencement of 2nd Slab	2.50%
6	On Commencement of 3rd Slab	2.00%
7	On Commencement of 4th Slab	2.00%
8	On Commencement of 5th Slab	2.00%
9	On Commencement of 6th Slab	2.00%
10	On Commencement of 7th Slab	2.00%
11	On Commencement of 8th Slab	2.00%
12	On Commencement of 9th Slab	2.00%
13	On Commencement of 10th Slab	2.00%
14	On Commencement of 11th Slab	2.00%
15	On Commencement of 12th Slab	2.00%
16	On Commencement of 13th Slab	2.00%
17	On Commencement of 14th Slab	2.00%
18	On Commencement of 15th Slab	2.00%
19	On Commencement of 16th Slab	2.00%
20	On Commencement of 17th Slab	2.00%
21	On Commencement of Brickwork of the flat	5.00%
22	On Commencement of Internal Plaster of the flat	5.00%
23	On Commencement of External Plaster	5.00%
24	On Commencement of Flooring of the flat	5.00%
25	On Commencement of Sanitary Fitting of the flat	2.50%
26	Commencement certificate of Lift	2.50%
27	On possession of the flat	5.00%
	<b>Total Payment</b>	<b>100.0%</b>

**THE THIRD SCHEDULE ABOVE REFERRED TO**

*(being the amounts to be paid by the Allottee/s in accordance with Clause 8 of this Letter)*

- (i) Rs.500/- for share money, application entrance fee of the Society and Apex Body;
- (ii) Rs.\_\_\_\_\_/- for deposit towards provisional monthly contribution towards outgoings of Society and Apex Body;

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