

Letter of Allotment (LOA)

Date: _____

From:

1. Raheja Universal (Pvt.) Ltd.
Raheja Centre Point
294 CST Road, Near Mumbai University
Off Bandra-Kurla Complex
Santacruz (E), Mumbai - 400 098.

2. Prakash Cotton Mills Pvt. Ltd.
Ganpat Rao Kadam Marg
Lower Parel, Mumbai – 400013.

To,

_____.

Dear Sir/ Madam,

Sub: Allotment of Flat having details as per the table below and marked in red hatched lines on the floor plan annexed hereto as **Annexure “A”**(“said Flat”)

A	B	C	D	E
Flat No.	Floor	RERA Carpet Area of Flat	Carpet Area of Deck/enclosed Balcony	Building
				Raheja Imperia II

in Raheja Imperia II (“the Project”) to be constructed on portions of land admeasuring 813.29 sq.mtrs. (plinth area of the Building known as Raheja Imperia II) (“Project Property”) forming part of the larger property admeasuring 22065.28 square meters or thereabouts (“Larger Property”) bearing New C.S. No.434 of Lower Parel Division in “G/South” Ward in the

Registration District and Sub-District of Mumbai City situated Off Ganpatrao Kadam Marg, Lower Parel, Mumbai 400 013.

1. **COMPLEX**

- 1.1 Prakash Cotton Mills Ltd. (“**the Owner**”) is the owner of all that piece and parcel of Larger Property.
- 1.2 By executing various writings including registered Development Agreement dated 15th February, 2005 (hereinafter referred to as “**the said Development Agreement**”) , First Composite Supplemental Agreement dated 27th February 2014 , Separate Writing 1 and Separate Writing 2 (hereinafter collectively referred to as “**the Cumulative Agreements**”), the Owner has appointed Raheja Universal (Pvt.) Ltd., (“**RUPL/the Developer**”) as developers for the development of, *inter-alia*, the Project Property at or for the consideration and on the terms and conditions as recorded therein.
- 1.3 Accordingly, RUPL is developing the part of Larger Property as a residential mixed use Complex to be known as the “**Raheja Imperia**” (“**the Said Complex**”) comprising of 2 (two) separate buildings with one or more wings by utilizing and consuming the Maximum Development Potential that may become available in respect thereof in accordance with the plans that may be amended by the concerned authorities from time to time.

2. **TITLE & MORTGAGE**

- 2.1 You have gone through the certificate of title uploaded on RERA website in respect of the Larger Property and you have verified and accepted the title of the Larger Property as clear and marketable.
- 2.2 We have created a mortgage *inter-alia*, of the Larger Property including the FSI potential, built up areas, the Project Property and receivables in respect of the Larger Property (“**Securities**”) in favour of HDFC Ltd. (“**Said Bank**”).
- 2.3 We state that we shall obtain the NOC from the Said Bank for the sale of the Said Flat, to you, prior to the registration of Agreement for Sale.
- 2.4 The Developer and/or the Owner are entitled to raise further loans against the Securities and or create charge/lien or encumbrances in respect thereof in favour of any bank/s or financial institutions or any concerned parties.

3. **THE PROJECT**

3.1 As per the Proposed Latest Plans, the Project comprises of 65 floors +Terrace having

<u>Sr. No.</u>	<u>Floors</u>	<u>Particulars</u>
1		Basements: 2 (Two) Basements i.e., B1 (Basement 1) + B2 (Basement 2)
2	<ul style="list-style-type: none">• 1st to 4th	Podiums (“ said Podiums ”): <ul style="list-style-type: none">• P0 level (Podium 0 at Ground level)• P1 level (Podium 1)• P2 level (Podium 2 / Double height Stilt Lobby) The said Podiums within the Tower II Building Line (“ the Project Building Line Podiums ”) The balance areas of the said Podiums not forming a part of the the Project Building Line Podiums (“ Extended Podium Areas ”)
3	5 th to 10 th	Car Parking Level: Car Park level 1 to Car Park Level 5
4	<ul style="list-style-type: none">• 12th to 17th• 19th to 24th• 27th to 32nd• 34th to 39th• 42nd to 47th• 49th to 54th• 52nd to 61st• 64th and 65th	8 Typical Habitable Floors
5	<ul style="list-style-type: none">• 11th• 18th• 26th• 33rd• 41st• 48th• 55th• <u>63rd</u>	Floors having Refuge Area

<u>Sr. No.</u>	<u>Floors</u>	<u>Particulars</u>
6	<ul style="list-style-type: none"> • 25th • 40th • 62nd 	Service/Transfer Floors
7	63 rd	Private Club
8	66 th	Terrace with overhead utilities, tanks, equipment room, other ancillary areas at roof level with an elevation crown feature proposed above the general roof level

- 3.2 The total number of floors of the Project may increase from 65th to 74th floors in the event er receive relevant approvals from the concerned authorities. You hereby consent to the same as long as the location and the area of the Said Flat remain unaltered.
- 3.3 The Project without / excluding the Extended Podium Area is registered as an independent real estate project under the provisions of Section 5 under “The Real Estate (Regulation And Development) Act, 2016 (16 of 2016) (hereinafter referred to as “**the Said RERA Act**”) read with the provisions of the Maharashtra Real Estate (Regulation and Development) Rules, 2017 (“**Said MahaRERA Rules**”). The Authority have issued the Certificate of Registration bearing No. _____ dated _____ for the Project.

4. **APPROVALS**

- 4.1 RUPL has obtained necessary permissions and approvals from the competent and or the planning authorities in respect of the the Project and have submitted the proposed latest plans to the MCGM for approval and in view of that the top floors may vary and are subject to the final sanction of MCGM.
- 4.2 The Building plan/s in respect of the Project, may be amended if so required under the Applicable Laws.

5. **ALLOTMENT**

- 5.1 We have agreed to allot to you the said Flat at or for the consideration of Rs _____ (“**said consideration**”).

5.2 As incidental to the purchase of the said Flat you shall have the right to use ___car parking in the Multi-Level /Mechanized Car park (“MLCP”) on _____Level of the Building/Extended Podium Areas. The allotment of the said car parking space/s shall be subject to applicable laws.

5.3 There might be +/- 3% variation in the area of the Said Flat on account of planning constraints, which variation you expressly confirm. If there is a decrease/increase the area of the Said Flat above/below 3% the Said Consideration shall be proportionately adjusted in the last installment

6 **CONSIDERATION :**

6.1 In consideration of our having agreed to allot to you the Said Flat, you shall pay to us the said Consideration, in installments as set out in the Schedule of Payment listed in **Annexure “B”** and in addition, applicable taxes payable in relation thereto. The installments payable to us shall be subject to deduction of TDS thereon as applicable.

6.2 Timely payment of the installments of the said consideration and applicable taxes in respect of the Said Flat is the essence of this LOA. Any delayed payment shall attract interest at the rate as prescribed under RERA Act plus applicable GST. You shall deposit the TDS deducted with the appropriate authority within the stipulated time frame as per applicable law and submit us the TDS Certificates in respect thereof within the prescribed period.

7 **ALLOTEES’S RIGHT OF CANCELLATION AND REFUND**

7.1 **Right and Manner of Cancellation**

7.1.1 You are entitled to cancel the booking of the Said Flat (“**Right of Cancellation**”) provided that you communicate to us your clear and unequivocal intention of cancellation of the booking in writing (“**Cancellation Notice**”) through all of the following modes, within a period of 15 (fifteen) days from the date of this LOA (“**Cancellation Exercise Date**”).

Speed Post/RPAD:

Imperia II sales CRM

Raheja Universal (Pvt) Ltd.

Raheja Centre Point, 5th Floor,

*294, CST Road, Near Mumbai University,
Off Bandra Kurla Complex, Santacruz (E),
Mumbai 400098.*

Email: _____

7.1.2 You shall be liable to return to us the original of this LOA and any receipt that may have been issued to you together with the Cancellation Notice.

7.2 Refunds upon Cancellation

7.2.1 In the event the Right of Cancellation is exercised within the Cancellation Exercise Date, then we shall refund to you, the amount received by us towards the booking of the Said Flat, without any interest, within a period of 30 (Thirty) days from the date of receipt of written intimation of cancellation via letter/email from you.

7.2.2 In the event the Right of Cancellation is not exercised within the Cancellation Exercise Date, then the earnest money deposited/paid at the time of booking of the Said Flat shall stand forfeited and additional amount paid (if any) over and above the earnest money shall be refunded without any interest, within a period of 30 (Thirty) days from the date of receipt of written intimation of cancellation via letter/email from you.

7.2.3 In the event the Right of cancellation is exercised, then the application of refund of amounts paid/payable by you towards GST, TDS and all other taxes to the relevant authorities, shall be your sole responsibility without reference to us.

7.3 Consequences of Cancellation

On and from the Cancellation Exercise Date, you shall immediately cease to have any right, title, interest or lien on the Said Flat any part thereof of any nature whatsoever.

8. OTHER AMOUNTS & CHARGES ("OCD")

8.1 You shall be bound to pay statutory charges including, registration charges, GST (or similar taxes) etc as applicable in addition to the Consideration.

8.2 Stamp duty with respect to the Said Flat shall be borne by the Developer only.

8.3 In addition to the consideration, you shall be bound and liable to pay to us OCD together with all taxes applicable thereon as listed out in **Annexure “C”** annexed hereto.

8.4 Any delayed payment of principal amount and/or applicable GST shall attract interest as prescribed under the said RERA Act and or the MahaRERA rules plus applicable GST.

9. **AGREEMENT FOR SALE**

9.1 On receipt of all due installments of the said consideration and TDS & other applicable taxes on their respective due dates we shall execute the ‘Agreement for Sale’ in respect of the Said Flat.

9.2 The Agreement for Sale in respect of the Said Flat shall be executed and registered by you within a period of 7(seven) days of intimation from us. You shall be required to pay and deposit with us, the requisite challan towards payments of Registration Charges.

9.3 If you fail to execute and register the Agreement for Sale within the aforesaid period of 7(seven) days of intimation, it shall be deemed that you are in default of your obligations hereunder, and you hereby agree to indemnify and shall keep us indemnified at all times in respect thereof and also in respect of any penalties which may be levied with regard thereto.

10. **DEVELOPERS RIGHT OF TERMINATION**

10.1 In the event of your failing to comply with your obligations as set out herein within the timeline stipulated in spite of 15 (fifteen) days’ from the second notice/reminder to be sent by us to you, then without prejudice to our rights to recover interest and damages from you as also claim interest from you, we shall be entitled at our sole discretion at any time to cancel the allotment of the Said Flat without any further notice and upon such cancellation, your right to the Said Flat shall stand terminated.

10.2 Upon termination the following consequences shall follow:

- (a) you shall cease to have any right, title, interest or lien on the Said Flat any part thereof of any whatsoever nature.

- (b) the earnest money deposited/paid at the time of booking of the Said Flat shall stand forfeited and additional amount paid (if any) over and above the earnest money shall be refunded without any interest, within a period of 30(Thirty) days from the date of sale of the premises by us to a third party.
- (c) In the event the Right of termination is exercised, then the application of refund of amounts paid/payable by you towards GST, TDS and all other taxes to the relevant authorities, shall be your sole responsibility without reference to us.
- (d) You shall be liable to pay interest on delayed/default payment (if any) as prescribed under RERA Act plus applicable GST.
- (e) You shall be liable to pay taxes (if any), due and payable by you in respect of the Said Flat and interest thereon (if any).

11. **SALE, TRANSFER AND ASSIGNMENT**

You shall not be entitled to transfer or assign the benefit of this allotment or of the Agreement for Sale to be executed in pursuance thereof, to any third party, without seeking our prior written permission and subject to payment of facilitation fee.

12. **CONFIRMATION**

By signing at the foot of this letter, you agree and confirm to all the aforesaid terms and conditions. Nothing shall be modified unless by a separate writing and agreed to and signed by both the parties.

Yours faithfully,
For **Raheja Universal (Pvt) Limited**

We confirm the aforesaid

Authorized Signatory

For, **Prakash Cotton Mills Pvt. Ltd.**

Authorized Signatory of RUPL
C.A. to Owner

Annexure “C”

1. **Statutory Charges:** In addition to the Said Consideration, the Allottee shall be liable to pay, by pay orders /RTGS, the following Statutory Charges as prevailing on date of execution hereof to the concerned authorities, in respect of the Said Flat as hereunder:

Particulars	Amount	Stage
Registration Charges	Rs. 30,000/-	Before execution of Agreement
GST	As applicable	With each installment of Consideration Amount

2. **Other Amounts & Deposits:** You shall be liable to bear and pay the Other Amounts & Deposits including all applicable, if any or any other statutory levy thereon, if any, for the time being in force as detailed herein below:

Particulars	Amount (Rs.)	Taxes as applicable (Rs.)	Stage
(a) Other Charges			
i) Society Formation Charges	Rs.20000/-		On possession
ii)Legal Charges	Rs.30,000/-		On possession
iii)Electricity /Water Connection Charges	As per actuals		On possession
iv)Share Money	Rs.600/-		On possession
v)Club house charges			
v)Mahanagar Gas Connection Charges	As per actuals		On possession
(b) Deposits :			
Advance Maintenance Deposits			On possession/as applicable
Club horizon charges	Rs. 15,00,000/- + 18% GST		50% at the time of booking and 50% on possession
Total (a+b)/...	

3. Please note that the above statutory charges may vary as may be notified by the government from time to time and you shall be liable to pay the same as per the prevailing rates for the time being in force.
4. You shall be liable to bear and pay all taxes, levies, cess, surcharge, etc., that may be introduced by the Central Government and/or the State Government on the purchase consideration and all or any of the above amounts, deposits, charges etc.
5. We shall not be liable or responsible to furnish accounts for charges mentioned in Particulars (a) – (i), (ii), (iii) and (v) in the above mentioned table.