

ALLOTMENT LETTER

Date: _____, 20__

To,

Sub: Provisional Allotment of the flat as more particularly described in the Schedule hereunder written (“**the said Flat**”) in the project undertaken by us (“**the Project**”) on all that piece and parcel of land bearing Plot No.8, Sector 4 admeasuring 3,410 square meters, situate at Pushpak Node (Dapoli), Taluka Panvel, District Raigad (“**the said Plot**”) by construction of one (1) residential-cum-commercial building consisting of Ground + 12 upper floors known as “**Delta Greens**” (“**the Proposed Building**”) on the said Plot.

Dear Sir/Madam,

1. You have expressed your desire to acquire from us the said Flat in the Proposed Building, which is presently proposed to be constructed by us on the said Plot.
2. In pursuance of the application made by us to the City and Industrial Development Corporation of Maharashtra Limited (“**CIDCO**”), CIDCO approved the plans and granted a Development Permission and Commencement Certificate dated 17th February 2022 bearing Ref. No. CIDCO/BP-17925/TPO(NM & K)/2021/9114 for construction of Ground + 7 upper floors and further upper floors from 8 to 12 upper floors shall be constructed by us by availing of premium FSI by payment to CIDCO by modifying and amending the plans.
3. Pursuant to your request, we have provided to you all information, explanations and clarifications and you have taken inspection of the title documents in respect of the said Plot and also the existing approvals, permissions, sanctions, licenses etc. presently obtained by us for the development of the Project including the sanctioned and proposed plans presently obtained/to be obtained and satisfied yourself inter alia about our entitlement to develop the said Plot, the details and specifications of the Project and you have independently carried out all necessary due diligences inter alia legal and architectural, total FSI of the Project etc. and have satisfied yourselves completely in all regards and hereby undertake not to raise any queries, objections, contentions etc.
4. You are aware that we have registered the Project with the Maharashtra Real Estate Regulatory Authority (“**MahaRERA**”) under provisions of the Real Estate (Regulations and Development) Act, 2016 (RERA) and rules thereunder vide registration No. _____. You have inspected the MahaRERA Website wherein details of the Project have been uploaded by us and have also inspected the draft Agreement for Sale (“**Proposed Agreement**”) to be executed between us and understood the terms and conditions mentioned therein.
5. As aforesaid, the completion of the Proposed Building shall be subject to receipt of pending approvals and permissions from the various authorities.
6. In consideration of acquiring the said Flat, you shall pay to us a total lump - sum purchase price of **Rs.** _____ /- (**Rupees** _____ **Only**) and which includes the proportionate price of the common areas and facilities appurtenant to the said Flat (“**the Purchase Price**”) subject to deduction of tax at source under the provisions of Income Tax Act, 1961. The said Purchase Price for acquisition of the said Flat shall be payable by you in installments in the manner set out in **Annexure “A”** and time for payment of each such installment shall be of the essence of this letter. The Purchase Price

shall be revised in the event of any increase in the development charges or any other charges payable by us to the CIDCO / concerned government authorities.

7. We confirm receipt of a sum of **Rs. _____/- (Rupees _____ Only)** as advance booking deposit paid on or before the issuance of this letter and the same shall be adjusted towards the Purchase Price at the time of execution of the Proposed Agreement.
8. It is clarified that the Purchase Price of **Rs. _____/- (Rupees _____ Only)** payable by you to us towards the said Flat is excluding all taxes, duties, cesses including Goods and Service Tax etc. and also any development charges/betterment charges/new levies/surcharges that may be imposed/levied (now or at any time hereafter) by the Government and/or any other authority ("**Statutory Charges**"); and the same shall be separately charged extra, as applicable, and shall be payable by you over and above the Purchase Price on or before execution of the Proposed Agreement or within 7 days of the demand raised by us, as the case may be. An interest and/or penalty shall be levied delayed payment of Statutory Charges.
9. It has been agreed that all the Statutory Charges i.e. taxes, duties, cesses including payment of Goods and Service Tax on any amount payable on this transaction, as also any development charges/betterment charges/new levies/surcharges that may be imposed/levied by the Government and/or any other authority, now or in the future, shall be borne and paid by you alone and we shall not be liable, responsible to bear and pay the same or any part thereof.
10. It is clarified and agreed by and between ourselves that, timely payments of the aforesaid installments of the Purchase Price and all other amounts as set out in this letter is of the essence; and any delay by you in making the aforesaid payment/s (including any delay by the Bank/Financial Institution in disbursing the installment/s for any reasons whatsoever), shall forthwith render this letter terminable at our sole and exclusive option and discretion without any further act and/or reference and/or recourse to you. In the event of our so terminating this letter on account of delay in payment by you, we shall be entitled to impose cancellation and administrative charges @ ___% of Purchase Price and thereupon we shall also be free and entitled in our own right to deal with the said Flat, in any manner as we deem fit in our sole and absolute discretion.
11. You have further confirmed to us that an intimation forwarded from us to you along with Architect Certificate at your aforesaid correspondence address, that a particular stage of construction is commenced or completed in the said Project, shall be sufficient proof that such stage of construction is commenced or completed in the said Project. However, it is also agreed by you that the failure of receipt of any such notice/intimation from us requiring such payment, shall not be taken as a plea or an excuse for non-payment of any amount/s on their respective due dates.
12. You agree to sign all applications, papers and documents and do all such acts, deeds and things as required under the law as we may require for safe guarding the interest in the said Project of development of the Proposed Building.
13. You have agreed to visit our office for executing the Proposed Agreement within a period of 15 (fifteen) days from our calling upon you to do so and you agree to pay the stamp duty and registration charges payable thereon and attend the office of the sub-registrar of assurances for admitting execution of such Proposed Agreement and other incidental documents.
14. You have agreed that you shall not be entitled to transfer the benefits of this letter or otherwise sell, transfer or assign the said Flat to any third party without our prior written consent.

15. The time lines for handing over of possession of the said Flat to you shall be set out in the Proposed Agreement, which shall be subject to force majeure events as set out in the Proposed Agreement
16. You shall before taking possession of the said Flat or within a maximum period of 7 (seven) days from the date of offer of delivery of possession of the said Flat (whether or not you have taken possession of the said Flat), pay all other amounts, charges and deposits as set out in the Proposed Agreement.
17. It is hereby clarified that, notwithstanding what is stated in this letter or under any provisions of the law, nothing under this letter creates or deemed to create or confer in your favour any kind of right, claim and interest in the said Flat until Agreement for Sale as per Section 13(1) of RERA is executed and registered by and between us and we are in receipt of all installments of purchase price, deposits, contributions, liquidated damages, charges, taxes, duties and levies and all other amounts (including but not limited any interest and penalty accrued thereupon) in terms of this letter and the Proposed Agreement to be executed by and between us.
18. In view of what is stated in para 18 hereinabove, you agree not to claim any right, title or interest in the said Flat till the entire Purchase Price, Statutory Charges and other payments payable by you are paid in full. This is not an agreement for sale or transfer of the said Flat in your favor and is merely a confirmation of our intent to allot the said Flat to you, provided you comply with all the terms and conditions contained in this letter.
19. You have agreed that, upon making payment of 10% of the cost of the said Flat you shall enter into Agreement for Sale as per the provisions of Section 13(1) of RERA by making payment of stamp duty, registration charges and other incidental charges without seeking any extension in respect thereof.
20. All disputes, claims and questions whatsoever which may arise, touching or relating to or arising out of this letter or the construction or application hereof or any clauses or thing herein contained or in respect of the entitlements, rights, duties, responsibilities and obligations of any of the parties hereunder or as to any act of commission or omission of any party or as to any other matter in anyway relating to this letter shall be resolved in accordance with the provisions of the RERA and rules made thereunder.
21. Please confirm your acceptance of the aforesaid terms and conditions by signing and returning to us a duplicate copy of this Provisional Allotment letter.

SCHEDULE
Description of the said Flat

ALL THAT Flat No. _____ admeasuring _____ square meters RERA carpet area on the _____ floor (with incidental benefit to enjoy exclusively ____ square meters balcony area) alongwith exclusive right to use ___ covered parking in the stilt of the proposed building known as “**Delta Greens**” being constructed on all that piece and parcel of land being Plot No.8, Sector 4 admeasuring 3,410 square meters, situate at Pushpak Node (Dapoli), Taluka Panvel, District Raigad.

Thanking you,

Yours faithfully,

FOR SHREENATHJI ENTERPRISES

Mr. _____
PARTNER

