ALLOTMENT LETTER

MR._____

MRS._____ Allottee/s

Ref :- Received Your offer letter dated _____ with intent to purchase the **Apartment /Unit/Flat bearing no. _____area adm._____ Floor,** against your Registration/Application form no._____ dated in our project named as **"SWASTHI APARTMENT"**,.

Sub:- Letter of Allotment of Flat/Unit in **"SWASTHI APARTMENT"** constructed on proposed to be constructed over **Plot No. 08, area adm. 642.88 Sq. Mtrs., and F.S.I. of area adm.14.72 Sq. Mtrs., (area adm. 14.72 Sq. Mtrs., acquired by Nashik Municipal Corporation Nashik out of total area adm. 657.60 Sq. Mtrs., of Plot No. 08),** out of **S. No.1028/A, and TDR area adm. 200.91 Sq. Mtrs.,** situated at **Village – Nashik.**

Sir/Madam,
Hearty Congratulations!!!

We have considered your officer dated _____and we are delighted to inform you that you have been allotted **Apartment /Unit/Flat bearing no. _____area adm._____ Floor,** against your Registration/Application form no._____ dated in our project named as **"SWASTHI APARTMENT"**, which is being developed upon land **Plot No. 08, area adm. 642.88 Sq. Mtrs., and F.S.I. of area adm.14.72 Sq. Mtrs., (area adm. 14.72 Sq. Mtrs., acquired by Nashik Municipal Corporation Nashik out of total area adm. 657.60 Sq. Mtrs., of Plot No. 08),** out of **S. No.1028/A, and TDR area adm. 200.91 Sq. Mtrs.,** situated at **Village – Nashik,** hereto in accordance with terms and conditions of said Application Form and this Allotment Letter.

The allotment of the said unit/space is subject to the terms and conditions of the Application Form, this Allotment Letter and the terms and conditions of the Apartment Buyer's Agreement/Agreement for sale, proposed to be signed with you, including the timely payment of total payable amount and other payments as per the payment schedule mentioned in this Allotment Letter.

The above provisional allotment of the Unit in your favour, is further subject to you making timely payment to us as per the Payment Plan and execution of the standard Flat buyer's agreement/Agreement to Sell with us. The Agreement to Sell stipulates the detailed terms and conditions of the contemplated sale of the Unit in your favour. If you fail to sign and return the executed copy of the Agreement to Sell and/ or if the terms and conditions of this Letter of Allotment have been read and understood by me/us and I/we hereby accept the same. If you fail to comply with the terms and conditions of Allotment Agreement or any of your obligations as per application form or this provisional allotment including but not limited to making of timely payments as aforesaid, then we shall be fully entitled, at its sole discretion, at any stage, to cancel the allotment of the Unit and forfeit the entire Earnest Money. In such an event you will also not be entitled for the refund of amounts paid towards, statutory charges, interest on delayed payment etc. towards Unit No. _____ as mentioned above in all your future correspondence with us. For any query, please feel free to visit our Site or corporate office we would be happy to assist you. You can also email to us on assuring you the best of our services. You are kindly requested to accept the allotment by signing on the office copy of the allotment letter. TERMS & CONDITIONS IN RESPECT OF ALLOTMENT OF A FLAT/UNIT IN THE RESIDENTIAL PROJECT NAMED "SWASTHI APARTMENT" are as follows -

01. The Project has been registered with the Real Estate Regulatory Authority ("Authority") on date _____ and the Project's Registration Certificate No. is _____ . This Registration is valid for a period of years commencing from, unless renewed by the Authority. The details of the Promoters and the Project are also available on the website (www.maharera.mahaonline.gov.in) of the Authority as required under Real Estate (Regulation and Development) Act, 2016 ("Act").

02. The Allottee/s has/have full knowledge of all the laws/notifications and rules applicable to the Project and further acknowledges that that he/she has seen all documents / papers in relation to the Project, including but not limited to the title documents, license, sanctions, approvals etc. obtained from the competent authorities and after being fully satisfied about the rights, title and interest possessed by **Rupesh S. Bagad Builders and Developers Proprietary Concern through Proprietor Mr. Rupesh Sharad Bagad** having his office at Add. 103, First Floor, Space Star, MICO Circle, Nashik (hereinafter referred to as "Land Owner or Promoter") The terms and conditions of this Letter of Allotment have

been read and understood by me/us and I/we hereby accept the same over the Project Land. The Applicant(s) acknowledges having also obtained all clarifications with respect to the Project and Project Land.

03. The sale consideration of the Unit is Rs._____ /- (Rupees _____only), including consideration for exclusive balcony and preferred location charges, if any, (hereinafter referred to as "Basic Sale Consideration of Unit").

04. The Basic Sale Consideration of Unit does not include and thus, the Allottee/s shall additionally bear and pay following taxes, charges, deposits, etc (hereinafter referred to as "Additional Payments"):-

a) One month maintenance charges Rs. /- (Rupees ____ only);
b) Association Formation Charges: Rs._____ /- (Rupees _____only);
c) Interest Free Maintenance Security (IFMS): Rs. /- (Rupees _____ only);
d) Preferential Location Charges (PLC): Rs. /- (Rupees _____ only);
f) Service Tax/GST: Rs._____ /- (Rupees _____only);
g) Insurance of Project Land and Project: Rs._____ /- (Rupees_____ only);

05. The aggregate of Basic Sale Consideration of Unit and Additional Payments in respect of the Unit is Rs._____ /- (Rupees_____ only), which shall hereinafter be referred to as "Total Payable Amount".

06. The Allottee/s is/are aware that the amount of consideration is not inclusive of Maintained charges/ Taxes like GST etc.,

07. The Allottee/s shall pay the Total Payable Amount of Unit less booking amount of Rs._____ /-(Rupees_____ only) strictly in accordance with the Payment Plan annexed herewith as **Annexure - I,** through Account Payee Cheque / Demand Draft in favor of **Rupesh S. Bagad Builders and Developers Proprietary Concern through Proprietor Mr. Rupesh Sharad Bagad** bearing A/C No. _____ payable at_____ . The receipt would be valid only after realization of the said cheque/demand draft/and effect of credit in account of the Promoter. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee/s.

08. The Allottee/s should note that an amount equivalent to 15% of Basic Sale Consideration shall be treated as the "Earnest Money" and the balance amount shall be paid by the Allottee/s in accordance with the payment plan specified in **"Annexure I"** hereto.

09. Every' Allottee/s shall be bound to join, subscribe and become member of the Maintenance Association, which will maintain common areas and common facilities of the Project and regular up keep of Project and shall pay monthly maintenance charges to the Maintenance Association as prescribed. The Allottee/s shall sign and execute the application for becoming a member of the Maintenance Association and sign the copy of bye-laws of the Maintenance Association and shall duly fill-in, sign and return to the Seller within fifteen (15) days of the same being forwarded by the Promoter to the Allottee/s. After the handover of common areas and facilities of the Project to the Maintenance Association, it shall be the sole responsibility of the Maintenance Association, to run and maintain the common areas and common facilities of the Project. The Allottee/s is aware that until the handover of the common areas and facilities of the Project to the Maintenance Association in accordance with RERA, the Promoter itself or through maintenance agency shall maintain the common areas and facilities of the Project.

10. In case there is any change / modification in the taxes or introduction of any new direct / indirect tax, the subsequent amount payable by the Allottee/s to the Promoter shall be increased/ reduced accordingly. However, if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any granted to the Project by the authority as per the Act, the same shall not be charged from the Allottee/s.

11. The Allottee/s agrees to execute the Seller's Standard Agreement for Sale/Apartment Buyer's Agreement, Sale Deed or any other agreement and/ or document, as and when called upon to do so by the Promoter. A copy of Seller's Standard Agreements in respect of the Project is available on official website of RERA/ MAHARERA.

12. It is understood by the Allottee/s that the Promoter shall have no obligation to send reminders/ notices to the Allottee/s in respect of the obligations of the Allottee/s as set out in the application form and in this Allotment Letter and Agreement to Sell and the Allottee/s is required to comply with all his obligations

on its own. In the event the Allottee/s fails to comply with terms and conditions thereof, the Promoter shall always have the right to cancel / terminate the Allotment Letter and/or Agreement to Sell and to forfeit the entire Earnest. The terms and conditions of this Letter of Allotment have been read and understood by me/us and l/we hereby accept the same. Thereafter, the Allottee/s shall be left with no lien, right, interest, title or claim of whatsoever nature under the Allotment Letter and/or Agreement to Sale.

13. The Allottee/s hereby authorizes the Promoter to adjust! appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee/s against the Unit, if any, in his/ her name and the Allottee/s undertakes not to object! demand/ direct the Promoter to adjust his payments in any manner.

14. The Promoter shall not be responsible towards any third party making payments, remittances on behalf of any Allottee/s and such third party shall not have any right under this Agreement and/or in the Unit, in any way and Promoter shall issue the payment receipts in favour of the Allottee/s only and in case of cancellation by any such Allottee/s refund as per the terms of the Agreement shall be made only to the Allottee/s.

15. The sale deed shall be executed and registered and title of the Unit along with pro rata share in common areas and facilities of the Project shall be conveyed by the Promoter in favour of the Allottee/s within a period of three (3) months from the date of issue of Occupancy Certificate subject to full and final payment of all moneys payable including interest, if any, and all other dues of the Promoters by the Allottee/ in terms of the Application Form, this Allotment letter and Agreement for Sale and subject to compliances of all other relevant terms and conditions of the Application Form, this Allotment Letter and the Agreement for Sale. The cost of stamp duty, registration charges and other incidental charges expenses as applicable in respect of execution of Agreement for Sale, Sale Deed, etc shall be borne by the Allottee/s.

16. The timely payment of installments as per the Payment Plan shall be the essence of this application/allotment. It shall be incumbent upon the Allottee/s to comply with the terms of payment and other terms and conditions of allotment and sale. In case the Allottee/s fails to make payment of any installment as per Payment Plan, despite having been issued notice to the Allottee/s shall be liable to

pay Interest as per Maharashtra Real Estate (Regulation and Development) Rules, 2017 ("Rules"). In case of Allottee/s fails to pay the due installment together with interest payable thereon, the same shall be construed as default and the Promoter may, at its sole discretion, cancel the allotment and/or terminate the Agreement to Sell and be entitled to forfeit the Earnest Money taxes, duties, cess, etc. paid to concerned department in respect of the Unit and the interest liabilities and the Allottee/s shall have no other claim whatsoever against the Seller.

17. The Promoter upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit, to the Allottee/s in terms of Agreement for Sale to be taken within three (3) months from the date of issue of occupancy certificate.

18. In case the Allottee/s cancels/withdraws from the Project without any fault of the Promoters, the Promoter herein is entitled to forfeit the Earnest Money, all any taxes, duties, cess etc paid by the Allottee/s and deposited by the Seller to the concerned department/authority in respect of the Unit and all other penalties, interest liabilities, dues of any nature whatsoever in respect of the said Unit as on the date of such termination, from the amounts paid by the Allottee/s till such date and the balance amount shall be returned by the Promoter to the Allottee/s without any interest after the sale of Unit to a new allottee/buyer, from the amounts realized from the such new allottee/buyer. Further, on cancellation of allotment of Unit by the Promoter or by the Allottee/s all rights, title and interest of the Allottee/s over the Unit shall stand extinguished and the Allottee/s shall have no further legal right, title and interest of any nature over the Unit and the Promoter shall be entitled to transfer the Unit to any other person(s) at its own discretion.

19. In the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee/s the entire amount received by the Promoter from the Allottee/s without interest or compensation whatsoever. Allottee/s agrees that he/she shall not have any rights, claims, etc. against the Promoter and the Promoters shall be released and discharged from all its obligations and liabilities under Application Form, this Allotment Letter and Agreement for Sale to be executed.

20. On intimation from the Promoter the Allottee/s shall be bound to execute the Agreement for Sale and other documents as may be required by the Promoter and the terms and conditions of the same shall be binding upon the Allottee/s. On failure to execute the same within forty days (45) from the receipt of notice in this regard/or adhere to the terms. Failure of which the Promoter may at its option decide to either continue the allotment or cancel the allotment. In case of cancellation of allotment, the Promoter shall be fully entitled, at its sole discretion, at any stage, to cancel the allotment of the Unit and forfeit the entire Earnest Money. In such an event the Allottee/s will also not be entitled for the refund of amounts paid towards, statutory charges, interest on delayed payment etc.

21. In case the Allottee/s wants to avail of a loan facility from his employer or any Bank or any Financial/Lending Institution to facilitate the purchase of the Unit applied for, the Promoters shall facilitate the process subject to the following:-

1. The terms of the Employer / Bank / Financing Institution shall exclusively be binding and applicable upon the Allottee/s) only.

2. The responsibility of getting the loan sanctioned and disbursed, as per the Payment Plan shall rest exclusively on the Allottee/s. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter as per Payment Plan shall be ensured by the Allottee/s, failing which the Allottee/s shall be governed by the provisions contained herein-above.

3. Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoters, which it shall be free to deal with, in accordance with applicable laws.

4. In case of cancellation of allotment by the Allottee(s) or cancellation by the Promoter in accordance with the terms and conditions of the Application Form, Allotment letter, the Allottee(s) shall not have any right or interest in respect of such Unit and the Promoter shall be entitled to allot such Unit to any other allottee.

22. Nothing contained in these presents shall be construed to confer upon the Allottee/s any right, title or interest of any kind whatsoever in, to or over the unit or common areas and facilities. The conferment of Unit shall take place only upon the execution of sale deed in favour of the Allottee/s.

23. The Allottee/s hereby undertakes that he shall abide by all laws, rules, regulations, notifications, Act, etc. as may be applicable on the Project.

24. The terms and conditions to be mentioned in the Agreement to Sell, Sale Deed shall be in addition to the terms and conditions mentioned herein. However, in case of any contradiction between the terms and conditions mentioned herein and terms and conditions specified in the Agreement to Sell, Sale Deed, the terms and conditions specified later in the Agreement to Sell, Sale Deed, shall supersede the terms and conditions as set out herein.

25. The terms and condition mentioned herein are limited and detailed terms and conditions shall be specified in Agreement to Sell and/or Conveyance Deed to be executed between the Allottee/s and the Promoters and the same shall be binding on the Allottee/s.

26. The Allottee/s confirms that he has understood each and every clause of this Allotment Letter and its legal implication thereon and has clearly understood his obligations and liabilities and the Seller's obligations and limitations set forth in this Allotment Letter. The Allottee/s shall keep the Promoters and its agents and representatives indemnified and harmless against any loss or damages that the Promoters may suffer as a result of non-observance or non-performance of the covenants and conditions of this Allotment Letter.

27. This Allotment Letter shall be construed in accordance with Act, Rules and regulations made there under including other applicable Laws of India for the time being in force. We hereby accept the allotment of **Unit/Flat bearing no. _____area adm._____ Floor,** against your Registration/Application form no._____ dated in our project named as **"SWASTHI APARTMENT"**, which is being developed upon land

Plot No. 08, area adm. 642.88 Sq. Mtrs., and F.S.I. of area adm.14.72 Sq. Mtrs., (area adm. 14.72 Sq. Mtrs., acquired by Nashik Municipal Corporation Nashik out of total area adm. 657.60 Sq. Mtrs., of Plot No. 08), out of **S. No.1028/A, and TDR area adm. 200.91 Sq. Mtrs.,** situated at **Village – Nashik,** which is being developed by **Rupesh S. Bagad Builders and Developers Proprietary Concern through Proprietor Mr. Rupesh Sharad Bagad** subject to the terms & conditions of the Application/Registration Form no._____ dated and this Allotment Letter.

Thanks and regards,

Rupesh S. Bagad Builders and Developers

Proprietary Concern through

Proprietor Mr. Rupesh Sharad Bagad _____

Signature