LETTER OF ALLOTMENT

To
Shri. ----------

Nashik ----------

Ref : Flat Premises bearing No. **Flat No. 01** admeasuring about **32 . 14 Sq. Ft. [Carpet Area with usable balcony]** on the **First Floor** of the building to be known as **RADHE KRISHNA APARTMENT** Situate at Plot No. 17 **Survey No. 417 / 2** of **Makhamalabad** within the limits of Nahik Municipal Corporation.

Madam / Dear Sir ,

1] Upon your depositing with us a sum of Rs. ---------- /- [Rupees ---------- only] by your cheque bearing No. ------- dated 00/08/2019 drawn on ----- Bank Branch we here by allot to you the above Premises on ownership basis for the lumpsum consideration of Rs. ---------- /- [Rupees ---------- only]

2] The consideration shall be payable be the installments which will commensurate with the progress of construction as shall be setout in the common form of Agreement for Sale of the premises in the above Building.

3] In case you opt to pay the consideration through loan and subsequently the loan is not granted or delayed for any reason whatsoever , the consideration shall be paid by you as per schedule of the Agreement for Sale. However, non – release of bank loan on delay in disbursement of loan to you shall not be a ground for delay in making payment as per the payment schedule. The payment schedule shall not be altered in such a contingency. In case of any delay in payment as aforesaid you shall be liable to pay to us the interest at the rate of --- % p. a. on such delayed / unpaid amount from the due date of such payment till date of such payment is made together with interest as stated hereinabove.

4] Over and above the consideration contained herein you will be liable to bear and pay the share subscription, legal charges for the agreement, development charges , deposits and expenses as well as Six Months advanced maintenance / outgoing charges as provided in the Agreement which shall not exceed Rs. ---------- /- . The same will be paid by you be for taking possession of the Premises. After Six [6] months of possession of the Premises being offered /

handover to you will periodically and promptly bear and pay the proportionate Municipal taxes and / or the increases levied by the concerned local authority cusses dues duties maintenance charges and other outgoings in respect thereof.

5] In case of any default being committed by you in making payment of any amount or otherwise without prejudice to your other obligation and liabilities that may arise in that event you shall be liable to pay and do hereby irrevocably agree and undertake to pay to us, the amount payable along with the interest calculated thereon from the due date of such amount till the date of its payment. The rate of interest shall be calculated as per the provision of Rules 18 / Chapter iv of the Rules will have a first lien and charge on the above Premises agreed to be purchased by you in respect of any amount remaining unpaid by the you in respect of the above premises.

6] Over and above the consideration herein contained you will be liable to bear and pay the share subscription, legal charges for the agreement legal charges for formation of the organization, development charges, special amenities charges, deposits and expenses. The same will be paid by you as and when called upon by us. Upon possession of above Premises being offered / handover to you, you will periodically and promptly bear and pay the proportionate Municipal taxes cusses dues duties maintenance charges and other outgoings in respect thereof.

7] The Agreement for Sale in common form when executed shall be subject to the provisions of the Real Estate [Regulation & Development] Act 2016 [Act] and the Maharashtra Real Estate [Regulation & Development] [Registration of Real Estate Project , Registration of Real Estate Agreements, Rates of interest and Disclosure on Web site] Rules 2017 [Rules] mane there under , we shall executed the same in your favor upon you affixing the proper stamp duty on such Agreement. You will get the same registered with the competent Sub – Registrar . All the costs charges and expenses in that behalf shall be borne and paid by you.

8] You declare and confirm that in case of joint allotment , failure to pay by either of purchasers shall be deemed as failure to pay by both and you shall be treated as one single person for the purpose of this Allotment and both shall be liable for the consequences jointly as well as severally.

9] You have sought detailed explanations and clarifications from us and we have readily provided the same. You have perused / caused to be studied all the title deed documents and other papers in respect of the above Premises and otherwise satisfied yourself as regards our

title to the above plot. You shall not raise any further requisitions in that behalf.

10] You acknowledge and we have readily provided all documents, information and clarifications as required by you relation to the Premises, you informed us that you have sought professional advise and satisfied yourself as regards our title to the plot and the plans and sanctions to construct the Buildings. You have read and understood all limitation and obligations in respect thereof and have accepted the same. You have not relied upon or been influenced by any marketing or sale plans, sale brochures, advertisement , representations , warranties, statements or estimate or any nature whatsoever whether written or estimation of the facilities and amenities to be made available or any other data except as represented herein and that you have relied solely on your own judgment in deciding to purchase the Premises.

11] You hereby consent to the amendments to the building plans that may be made in the future to utilize additional of further FSI and / or TDR on the above plot. However your prior consent in writing shall be obtained in respect of variation or modifications which may adversely affect the above Premises except any alterations or additions required by any Government authorities or due to change in law.

12] You agree that it will be your sole responsibility to update your contact information with us in writing falling which all demands, notices etc. by us shall be mailed to the address given herein and deemed to have been received by you. In case of joint purchasers communication sent to the first named purchaser herein shall be deemed to have been to all the . If no communication if received from you within thirty [30] days from the date hereof or from the date of last communication , it will be your sole responsibility to revert to us, clarifying latest status and updates and request for demand letters. All communication will be issued to you , through Registered Post or Courier or e – mail , as applicable and such communication will be treated by you as an official communication . Any such returned communication due to any reason, will be deemed as received by you and you and you agree to abide by the contents of the communication.

13] You expressly agree that your name as mentioned herein will be mentioned in the Agreement for sale and the same shall be registered in your favor only. Such Agreement for sale to be entered / executed / registered between us shall not be assignable. No transfer shall take place provided you make the full payment of the consideration of the Premises as also the payments of proportioned share towards development charges, betterment charges, Municipal

property taxes, non – agricultural assessment charges / taxes / rate etc. and outgoing together with compensation , interest the said taxes , as and when payable as provided herein and under the Agreement for the sale, that may be levied or become payable and as deter mind by us in respect of the Building and / or the Premises , as the case may be, as and when it becomes due and payable , and comply with all obligations as stated herein and under the Agreement for sale in pursuance hereof as and when due and demanded .

14] Notwithstanding what is stated herein in the event if you intend to sell / transfer the Premises and / or your rights under this Allotment letter the well shall have first right of refusal over the same.

15] You have fully read and understood the terms and conditions as stated herein and agree to able by the same. You further agree and understand that the terms and conditions given above are indicative in nature with a view to acquaint you with the terms and conditions as shall be comprehensively set out in the Agreement for sale which shall supersede the terms and conditions set out herein.

16] You hereby expressly agree that this writing is merely a letter of allotment is not and does not purport to be an Agreement for sale and the right and obligations shall become effective only on execution of the Agreement for said , through obligations to pay the consideration amount shall commence from the date hereof, irrespective of whether the Agreement sale has been executed or not.

17] The right and obligations of the parties arising hereunder shall be constructed and enforced in accordance with the laws or India for the time being in force and the court at Mumbai alone will have the jurisdiction.

18] You shall bear and pay the stamp duty registration charges, Service Taxes, Vat, GST as may be applicable and all such and any other statutory taxes dues duties or payments with may be levied by Central Government , State Government or local authorities payable directly or indirectly or remotely at present or in favour on the Agreement for sale in respect of the Premises.

Please confirm

Yours faithfully

[Hitesh Mansukhbhai Virpara]
Plot owner & himself
Builder & Developer

We accept and confirm