[ON THE LETTERHEAD A R AMBOLI DEVELOPERS LLP]

LETTER OF ALLOTMENT

Date: _____, 2019.

To,
_____,
_____,
_____,
_____.

Dear Sir / Madam,

Ref: Your letter dated _____.
Sub. Flat bearing No.___ admeasuring _____ Sft. (carpet area), equivalent to _____ Sq. Mtrs in Wing ___ on _____ Floor, in the composite building known as "GABINO" consisting of (Basement +Stilt +Podium+ 18 Upper floors, proposed to be constructed on a portion of all those several pieces and parcels of land admeasuring approximately _____ Square Yards equivalent to _____ Square Meters bearing CTS No. 440/6, 440/7, 440/7/1 to 23, 440/19, 440/19/1 to 7 [Scheme-I], 440/20, 440/20/1 to 8 [scheme-II] situated, lying and being at Jai Bhavani Mata Marg, Amboli, Village Ambivali Taluka Andheri, MSD at Andheri (West), Mumbai-400 058 at Ward No.K/W.

1. We being the owner are developing the subject property under the Slum Rehabilitation Scheme which consist of Rehab Building and Sale Building. The said Property is proposed to be constructed in composite and/or project and phase wise and manner which is more particularly First described in the schedule hereunder written.

2. We are constructing a building known as "**MK** GABINO" on the sale component Building on the subject property. The said Building shall consist of (Basement + Stilt **+ Podium** +18 Upper floors).

3. The following approvals, permissions and sanctions have been granted in respect of the development of the said Property:

   (i) Title documents in respect of ownership PR Cards.

   (ii) SRA issued Letter of Intent [LOI] dated 25/04/2019 bearing No.SRA/ENG/2841/KW/PL/LOI AND SRA/ENG/2833/KW/PL/LOI.

   (iii) SRA issue IOA dated 3/5/2019.

(iv) SRA issued a Commencement Certificate ("**CC**") bearing No. K-W/PVT/00121/20150914/AP/R dated 22nd May 2019.

4. We are constructing the said composite New Building known as "MK GABINO" on the said Property, being the Project, a real estate project, as provided under Section 3 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the Maharashtra Real Estate (Regulation and Development) Rules, 2017 ("**RERA Rules**").

5. We have registered the said New Building (i.e. the Project) with the Real Estate Regulatory Authority (hereinafter referred to as "**Authority**") under the provisions of Section 5 of RERA read with the provisions of the RERA Rules at Mumbai under no._____on _____.The above details are available for inspection on the website of the Authority at *https://maharera.mahaonline.gov.in*

6. You being desirous of acquiring a flat admeasuring _____square feet (carpet area), bearing No. _____ on _____ Floor of the Composite New Building being proposed to be constructed on the said Property ("**said flat**") **which is more particularly described in the second schedule hereunder written** approached and requested us to reserve the said Flat for allotment of the same to you.

7. As desired by you and pursuant to your request and relying on your representations and covenants, we hereby inform you that we are agreeable to reserve the said Flat **which is more particularly described in the second schedule hereunder written** for allotment of the same to you, subject to amendments to the plans for construction of the Composite New Building and layout, being sanctioned, and subject to all approvals for construction of the New Building being issued by Competent Authority and all other concerned authorities, and subject to the terms and conditions contained herein and also subject to your complying with and performing all other terms, conditions, covenants contained herein.

The price of the said Flat **which is more particularly described in the second schedule hereunder written** shall be Rs._____/- (Rupees _____ Only), excluding GST, etc. ("**Sale Price**") and you shall pay to us the Sale Price for the for the apartment including garages/covered parking spaces is thus Rs._____/- and shall be paid in the following manner.

8. The Purchaser/s has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____only) (not exceeding 5% of the total consideration) as advance payment or application fee and hereby agrees to pay to the Owner/Developer the balance amount of Rs. _____/- (Rupees_____ only) in the following manner:-

i. Amount of Rs._____/- (Rupees_____ only) which is 4% of the total consideration) to be paid to the Owner/Developer on or before 30 days from date of booking.

ii. Amount of Rs._____/- (Rupees_____ only) which is 21% of the total consideration) to be paid to the Owner/Developer on or before 60 days from date of booking or execution of the Sale Agreement which is earlier.

iii. Amount of Rs._____/- (Rupees _____only) which is 15% of the total consideration to be paid to the Owner/Developer on completion of the Plinth of the building or wing in which the said apartment is located.

iv. Amount of Rs._____/- (Rupees _____only) which is 5% of the total consideration to be paid to the Owner/Developer on completion of the 1st slab of the building or wing in which the said apartment is located.

v. Amount of Rs._____/- (Rupees _____only) which is 2% of the total consideration to be paid to the Owner/Developer on completion of the 2nd slab of the building or wing in which the said apartment is located.

vi. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 3rd slab of the building or wing in which the said apartment is located.

vii. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 4th slab of the building or wing in which the said apartment is located.

viii. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 5th slab of the building or wing in which the said apartment is located.

ix. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 6th slab of the building or wing in which the said apartment is located.

x. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 7th slab of the building or wing in which the said apartment is located.

xi. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 8th slab of the building or wing in which the said apartment is located.

xii. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 9th slab of the building or wing in which the said apartment is located.

xiii. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 10th slab of the building or wing in which the said apartment is located.

xiv. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on

completion of the 11th slab of the building or wing in which the said apartment is located.

xv. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 12th slab of the building or wing in which the said apartment is located.

xvi. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 13th slab of the building or wing in which the said apartment is located.

xvii. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 14th slab of the building or wing in which the said apartment is located.

xvii. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 15th slab of the building or wing in which the said apartment is located.

xix. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 16th slab of the building or wing in which the said apartment is located.

xx. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 17th slab of the building or wing in which the said apartment is located.

xxi. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 18th slab of the building or wing in which the said apartment is located.

xxii. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 19th slab of the building or wing in which the said apartment is located.

xxiii. Amount of Rs._____/- (Rupees _____only) which is 1% of the total consideration to be paid to the Owner/Developer on completion of the 20th slab of the building or wing in which the said apartment is located.

xxiv. Amount of Rs._____/- (Rupees _____only) which is 7% of the total consideration) to be paid to the Owner/Developer on completion of the Masonry Work of the building or wing in which the said apartment is located.

xxv. Amount of Rs._____/- (Rupees _____only) which is 7% of the total consideration) to be paid to the Owner/Developer on completion of the Masonry Work of the building or wing in which the said apartment is located.

xxvi. Amount of Rs._____/- (Rupees _____only) which is 4% of the total consideration) to be paid to the Owner/Developer on completion of the Internal Plaster Work of the building or wing in which the said apartment is located.

xxviii. Amount of Rs._____/- (Rupees _____only) which is 4% of the total consideration) to be paid to the Owner/Developer on completion of the External Plaster Work of the building or wing in which the said apartment is located.

xxix. Amount of Rs._____/- (Rupees _____only) which is 4% of the total consideration) to be paid to the Owner/Developer on completion of the Flooring, Kitchen Platform, Dado of Toilets, Kitchen etc of the building or wing in which the said apartment is located.

xxx. Amount of Rs._____/- (Rupees _____only) which is 6% of the total consideration) to be paid to the Owner/Developer on completion of the Finishing items like, Painting, doors and window fixing, Electrical work, installation of elevators, plumbing and sanitary work including fixtures lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain etc. complete.

xxxi. Amount of Rs._____/- (Rupees _____only) which is 5% of the total consideration) to be paid to the Owner/Developer at the time of Possession of the Apartment to the Purchaser/s on or after receipt of occupancy certificate or completion certificate.

9. In addition to the said Sale Price of Rs._____/- (Rupees _____ _____ Only), you shall pay to us the following amounts on the date on which possession of the said Flat **which is more particularly described in the second schedule hereunder written** is offered. We shall not be liable, responsible and / or required to render any account in respect of the amounts mentioned herein below:

i. Rs.20000 – Non Refundable for legal charges.
ii. Rs.600/-Application entrance fee of the society or limited company.
iii. Rs.25000/- (non refundable) for proportionate share of incidental expenses, outgoings, and other charges.
iv. Rs.50000/- (non refundable) deposit of electricity and water connection.
v. Rs. _____/- for proportionate share of taxes, maintenance and other charges @ rate of Rs.10 Per Sft of Rera Carpet Area.
vi. Rs. _____/ Development Charges @ Rs.250/- Per Sft of Rera Carpet Area.
vii. Rs. _____/ Infrastructure Charges @ Rs. 300/- Per Sft of Rera Carpet Area

10. We have registered the said New Building (i.e. the Project) with the Real Estate Regulatory Authority (hereinafter referred to as "**Authority**") under the provisions of Section 5 of RERA read with the provisions of the RERA Rules at Mumbai under no._____on _____.The above details are available for inspection on the website of the Authority at *https://maharera.mahaonline.gov.in*

11. We hereby declare that as per the scheme the building on the property described in the third schedule hereunder written would be constructed separately for sale component area and the Purchaser shall not have any right title interest or claim in respect of the property though the same is part of the entire composite scheme and developed in the phased manner. It is declared that the building on the property bearing Plot No. 7S & 6S corresponding to CTS. No. 440/7, 440/7 part (1 to 23) admeasuring about 1617.20 sq. mtrs. and CTS. No.440/6 admeasuring about 422.00 sq. mtrs. respectively having total area admeasuring about 2039.20 sq. mtrs. and the composite building for sale and rehab and both building will be notionally subdivided at site having separate entrances, however common amenities as per the rules, regulations of the Planning Authorities would be shared and the society as per SRA rules of the rehab component is separately registered and the entire land would be conveyed to the society of the flat purchasers and the portion of the land appurtenant occupied by the building of the rehab as notionally separated would be leased out to them and the rehab building would be transferred by the Deed of Transfer to the rehab society

12. You being desirous of acquiring a flat admeasuring _____square feet (carpet area), bearing No. _____ on _____ Floor of the New Building being proposed to be constructed on the said Property ("**said Flat**") **which is more particularly described in the second schedule hereunder written** approached and requested us to reserve the said Flat for allotment of the same to you.

13. As desired by you and pursuant to your request and relying on your representations and covenants, we hereby inform you that we are agreeable to reserve the said Flat **which is more particularly described in the second schedule hereunder written** for allotment of the same to you, subject to amendments to the plans for construction of the New Building and layout, being sanctioned, and subject to all approvals for construction of the New Building being issued by SRA/ MCGM and all other concerned authorities, and subject to the terms and

14. It is hereby clarified that the amounts mentioned hereinabove do not include the dues for electricity, gas and other bills for the said Flat **which is more particularly described in the second schedule hereunder written** and you shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and that you agree to pay to us such other charges or such other amounts under such heads or increase in any of the amounts as we may indicate without any demur.

15. You shall be liable to pay escalation / increase in the Sale Price, if such escalation/ increase is on account of any development charges payable to the competent authority and/or any other increase in charges,

which may be levied or imposed by any competent authority from time to time.

16. All taxes, cess, levies, rates, duties, etc. (whether applicable/payable now or in future) including Service Tax, VAT, GST and/or any and all other taxes, levies, cess, rates, duties etc. payable in respect of the said Flat **which is more particularly described in the second schedule hereunder written** and/or in respect of the transaction contemplated herein, shall be borne and paid by you alone, and we shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof. You shall bear, pay and discharge all taxes, levies, cess, rates, duties etc. including VAT, Service Tax, GST, etc. and other charges, within one week from the date of demand being made by us. You shall indemnify and keep us indemnified in this regards.

17. We are entitled to develop the said Property or any part thereof, in such manner as we deem fit including putting up any additional floor or floors, additional constructions, etc. and use the same for such purpose or purposes as we may desire. We are also entitled to mortgage the said Property and/or the building(s) to be constructed thereon or any part thereof, to enable us to augment the funds at any time hereafter, in such manner as we may deem fit.

18. You shall execute and register an agreement for sale with respect to the said Flat **which is more particularly described in the second schedule hereunder written** on or before _____.

19. You are aware that layout of the said Property including the right of way/ access, is a tentative layout, showing *inter-alia* the different portions presently envisaged to be developed by us and is likely to be changed or revised as per our requirements and/or as requirement of SRA/MCGM and/or other statutory authorities. We, reserve our right to alter the layout design, elevation, etc. make variations in the layout with such modifications thereto as we may from time to time determine/or as may be required, without your consent.

20. We are not making any statement, declaration, representation, warranties, guarantees etc. with respect to the show flat, height of the ceiling of the show flat, measurements, layout and area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artifacts, designs and all other items, lobby, landscaping, amenities, etc., and do not warrant and/or guarantee the accuracy with respect to the same, and the same shall not be provided by us, in the said Flat **which is more particularly described in the second schedule hereunder written** and/or any other flat and/or in the New Building. The show flat, height of the ceiling of the show flat, measurements, layout and area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities, etc., and the information and depictions

of the show flat, height of the ceiling of the show flat, measurements, layout and area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artifacts, designs and all other items, lobby, landscaping, amenities, etc., shall not be relied upon by you as statements and/or representations of fact, and you have not agreed to acquire the said Flat on the basis of such show flat, height of the ceiling of the show flat, measurements, layout and area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artifacts, designs and all other items, lobby, landscaping, amenities, etc., or any part thereof and the same do not form and are not intended to form any part of the transaction contemplated herein. The details of the said Flat **which is more particularly described in the second schedule hereunder written** to be allotted shall be mentioned in the agreement for sale to be executed for the said Flat and the same shall be final.

21. Time for payment of the Sale Price and/or other amounts and performance of all obligations by you including execution and registration of agreement for sale with respect to the said Flat **which is more particularly described in the second schedule hereunder written**, are the essence of the contract. If you fail and/or are otherwise unable to pay any of the installment of the Sale Price and/or other amounts on their respective due date and/or execute and register agreement for sale with respect to the said Flat **which is more particularly described in the second schedule hereunder written** on or before _____ and/or perform any other obligations in accordance with this letter of allotment, then in that event we shall, without prejudice to any other right and/or remedies that we may have against you under the law and/or otherwise, be entitled to:

(i) receive and recover from you and you shall pay to us, simple interest at the rate specified under the RERA Rules per annum on the outstanding amount from the due date of the said outstanding amount till the date of actual payment thereof;

(ii) forfeit, retain and appropriate a sum of Rs._____/- (Rupees _____ Only) being 10% of the Sale Price, and refund the balance, if any, without any interest within a period of 30 days after said Flat **which is more particularly described in the second schedule hereunder written** is sold and all amounts including consideration amount in respect thereof is received by us, and the date on which said Flat **which is more particularly described in the second schedule hereunder written** is sold and all amounts including consideration amount in respect thereof is received by us, shall be the date on which refund of the balance amount, if any, shall become due and payable by us to you;

(iii) terminate, cancel and withdraw this letter and terminate the arrangement contained herein; and

(iv) allot, sell, deal with and/or dispose of the said Flat **which is more particularly described in the second schedule hereunder written** to any other person/s and on such terms as we may deem fit without your consent or concurrence.

22. On breach of any of the terms and condition by you, you shall cease to have any right, title, interest, claim or demand etc. of any nature whatsoever either against us or against the said Flat **which is more particularly described in the second schedule hereunder written**.

23. All the cost, charges and expenses including stamp duty and registration charges on this letter of allotment and/or any other document executed pursuant to this letter of allotment and/or on the agreements and/or in respect of the transaction contemplated herein shall be borne and paid by you alone.

24. Subject to Force Majeure circumstances and/or other circumstances, and provided you are not in default of any of the terms and/or conditions contained herein including default in payment of the Sale Price, applicable taxes or any part thereof, we shall complete the construction of and handover the said Flat **which is more particularly described in the second schedule hereunder written** to you by 31st December 2023 ("**Possession Date**"). If we fail to hand over the said Flat to you on or before the Possession Date, and only if you do not intend to cancel this letter of allotment/withdraw from the Project, we shall pay to you simple interest as specified in the RERA Rules, on all the amounts paid by you to us towards Sale Price for every month of delay from the Possession Date till the handing over of the possession of the said Flat **which is more particularly described in the second schedule hereunder written**.

25. You hereby agree and confirm that we shall not be responsible for the refund of any of the applicable taxes including Service Tax, VAT, GST or any other tax, levy, statutory charges paid by you to us and/or collected by us from you.

26. You shall not sell, transfer, assign and/or otherwise deal with and dispose of the said Flat **which is more particularly described in the second schedule hereunder written** or any of your rights and/or benefits, without our prior written consent.

27. You shall at no time demand partition of the New Building and/or said Property and/or the Project and/or your interest, if any, therein and the same shall never be partitioned.

28. On performance of all the obligations by you including the payments of all the amounts including the sale Price, and on completion of the Project, you shall apply to the Society to be admitted as a member of

the Society. You shall sign all necessary applications, letters, documents and other papers and writings for the purpose of becoming a member of the Society. Further MHADA is the owner and the Society is the lessee of the said Property, and MHADA shall continue to be owner and the Society shall continue to be the lessee of the said Property, therefore no new society will be formed and no lease or conveyance in respect of the said Property will be executed and/or registered in favour of the Society and/or the new society.

29. For the purpose of this Letter of Allotment, the "Other Circumstances" shall include but not limited to:

(a) Non-availability of steel, cement, other building material, water or electric supply;

(b) War, Civil Commotion, fire, earthquake, flood, epidemic, labour controversy, riot, civil disturbance or act of God;

(c) Failure or delay of any transportation agency or any other supplier of supplies, equipment, or other facilities related to the said Property;

(d) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;

(e) Economic downturn;

(f) Any other act or event which is beyond our reasonable control including our precarious financial condition and/or economic downswing in real estate or any other industry; and

(g) Any other circumstances or conditions or other causes beyond our control of or unforeseen including war, civil commotion, riot, strikes or agitation by our workers or labourers or the workers or labourers of the contractor or suppliers.

(h) Regular Agreement under MOFA and RERA Act will be executed and you shall borne and pay the stamp duty and registration fees in respect of the same.

: FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

ALL THE PIECES AND PARCEL OF LAND bearing Plot No. 7S & 6S corresponding to CTS. No. 440/7, 440/7 part (1 to 23) admeasuring about 1617.20 sq. mtrs. and CTS. No.440/6 admeasuring about 422.00 sq. mtrs. respectively having total area admeasuring about 2039.20 sq. mtrs. alongwith structure standing thereon situate at Village Amboli, Taluka Andheri, Mumbai Suburban District.

: SECOND SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

Flat bearing no. _____, _____ wing, admeasuring about _____ sq. ft. carpet area / built up area in the building known as "**MK GABINO**" which would be constructed on the said property which is described in the First schedule hereinabove written.

Yours truly,

For **A R AMBOLI DEVELOPERS LLP**

Authorized Signatory

I agree and confirm aforesaid