Date: _____

To,

Mr/Mrs/M/s. _____

_____,

_____.

Ref. : Allotment of Apartment bearing No._____ being _____, on the _____ Floor in the building known as "**VANKVANI'S ELA**" being developed by the Promoter on Plot No. 52 (area admeasuring 599.64 Sq. Mts) & Plot No.52A (area admeasuring 50 Sq. Mts), Sector-18, in Ulwe Node of 12.5% (Erstwhile Gaothan Expansion Scheme)

Dear Sir,

1. Agreement to Lease made at C.B.D. Belapur on the 13th July 2009 by the Corporation, it was agreed to grant a Lease to Shri. Satyawan Ambo Gharat (hereinafter referred to as "**THE ORIGINAL LICENSEE**") and The Original Licensee agreed to accept the Lease of the Plot No. 52, Sector 18pt, area admeasuring 599.64 Sq.Mts, in Ulwe Node, allotted under 12.5% scheme on the terms and conditions specified therein.
2. By a Tripartite Agreement dated 29th July 2009 executed by and between CIDCO Ltd., the said Original Licensee and M/S. Evergreen Associates through it's Partners 1) Shri. Vilas Madanlal Kothari 2) Shri. Nitin Chandrakant Munoth 3) Shri. Bipin Chandrakant Munoth (hereinafter referred to as "**THE NEW LICENSEE**") the CIDCO Ltd. has granted to the New Licensee a license to enter the said Plot No.52. The said Tripartite Agreement is duly registered with the Sub-Registrar of Assurances under its Serial No. PVL-105077/09 dated 13.08.2009.
3. By a Tripartite Agreement dated 18th February 2016 executed by and between CIDCO Ltd., the said New Licensee and M/s. R.S. Enterprises through its Proprietor Shri. Suresh Ramchand Vankvani (hereinafter referred to as "**THE PROMOTER**") the CIDCO Ltd. has granted to the **PROMOTER** a license to enter the said Plot No.52. The said Tripartite Agreement is duly registered with the Sub-Registrar of Assurances under its Serial No. PVL2-4052-2016 dated 07.04.2016.
4. The CIDCO thereafter has by its Letter No CIDCO/VASAHAT/SATYO/ULWE-1774/2016/4948 dated 25.04.2016 transferred the Plot No. 52 in the name of **SHRI. SURESH RAMCHAND VANKVANI**, Proprietor of **M/s. R.S. ENTERPRISES**, a Proprietary Firm, the Promoter herein.

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5. Agreement to Lease made at C.B.D. Belapur on the 2nd November 2015 by the Corporation, it was agreed to grant a Lease to 1) Shri. Vinayak Bama Patil, 2) Shri. Lahu Bama Patil and 3) Shri. Bhuvanesh Bama Patil (hereinafter referred to as "THE ORIGINAL LICENSEE") and The Original Licensee agreed to accept the Lease of the Plot No. 52A, Sector 18pt, area admeasuring 50 Sq.Mts, in Ulwe Node, allotted under 12.5% scheme on the terms and conditions specified therein.
6. By a Tripartite Agreement dated 4th January 2016 executed by and between CIDCO Ltd., the said Original Licensee and M/s. R.S. Enterprises through its Proprietor Shri. Suresh Ramchand Vankvani (hereinafter referred to as "**THE PROMOTER**") the CIDCO Ltd. has granted to the **PROMOTER** a license to enter the said Plot No.52A. The said Tripartite Agreement is duly registered with the Sub-Registrar of Assurances under its Serial No. PVL2-1243-2016 dated 04.02.2016.
7. The CIDCO thereafter has by its Letter No CIDCO/VASAHAT/SATYO/ULWE-755/2016/6707 dated 11.03.2016 transferred the Plot No.52A in the name of **SHRI. SURESH RAMCHAND VANKVANI**, Proprietor of **M/s. R.S. ENTERPRISES**, a Proprietary Firm, the Promoter herein.
8. CIDCO Vide its Letter No. CIDCO/ESTATE/ULVE/755+1774/2016/ dated 01.06.2016 permitted amalgamation of the above Two Plots i.e. Plot No.52 & Plot No.52A.
9. Pursuant thereto we are well and sufficiently entitled to the said plot.
10. In the above circumstances, we are the New Licensees in respect of the said Plot and are entitled to develop the said plot by constructing building/s as per the building plans sanctioned by the concerned authority.
11. We, through our Architect **'**Amit Patil'**,** having his office at 217, Shiv Centre, Sector – 17, Vashi, Navi Mumbai 400 705, have prepared building plans by initially utilizing permissible FSI, by proposing to construct a Residential Building on the said plot (hereinafter referred to as the said Layout). We have submitted to the CIDCO LTD and other authorities the building plans, specifications and designs for the said plot. The CIDCO LTD has sanctioned the building plans, specifications and designs submitted by us and granted its Commencement Certificate and Development permission vide its letter having Development Permission bearing No. No. CIDCO/BP-15273/TPO (NM & K)/2016/1120 dated 17.11.2016 to construct a Residential Building consisting of Stilt on ground floor and seven upper floors with residential flats on the project land.

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12. We shall construct a building which is intended to be named as "**VANKVANI'S ELA**" (hereinafter referred to as the said Building) as per the sanctioned plan, designs and specifications as seen and approved by you with such variation and modification as we may consider or as may be required by any Public or local authority to be made. All such variations and modifications shall be binding upon you.

13. Pursuant to the negotiations we had with you, we are pleased to reserve/allot to you Apartment bearing No._____ being _____, on the _____ Floor in the building known as "**VANKVANI'S ELA**" being developed by the Promoter on Plot No. 52 (area admeasuring 599.64 Sq. Mts) & Plot No.52A (area admeasuring 50 Sq. Mts), Sector-18, in Ulwe Node (hereinafter referred to as the "said Apartment") on the terms & conditions as appearing hereinbelow and for a consideration of Rs. _____/- (Rupees _____ Only) which sum shall be paid by you to us at the time and in the manner as mentioned in the payment schedule written herein below (time being essence of contract):-

    i. The total aggregate consideration amount for the Apartment including covered parking spaces is thus Rs._____/- (Rupees _____ only)

    ii. The Allottee has paid on or before execution of the agreement a sum of Rs._____/- (Rupees_____ only) being 10% of the total consideration as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of Rs._____/- (Rupees _____ only) in the following manner :-

    iii. Amount of Rs._____/- (Rupees _____only) (being 60% of the total consideration) to be paid to the Promoter within fifteen days from the date of registration of the Agreement.

    iv. Amount of Rs._____/- (Rupees _____only) (being 5% of the total consideration) to be paid to the Promoter on

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completion of Internal Plaster of the building in which the said Apartment is located.

v. Amount of Rs._____/- (Rupees _____only)
(being 5% of the total consideration) to be paid to the Promoter on completion of External Plaster of the building in which the said Apartment is located.

vi. Amount of Rs._____/- (Rupees _____only)
(being 5% of the total consideration) to be paid to the Promoter on completion of Plumbing Work of the building in which the said Apartment is located.

vii. Amount of Rs._____/- (Rupees _____only)
(being 5% of the total consideration) to be paid to the Promoter on completion of Flooring Work of the building in which the said Apartment is located.

viii. Amount of Rs._____/- (Rupees _____only)
(being 5% of the total consideration) to be paid to the Promoter on completion of Electric Work of the building in which the said Apartment is located.

ix. Balance Amount of Rs._____/- (Rupees _____only)
being final 5% of the total consideration against and at the time of handing over of the possession of the Apartment to the Allottee on receipt of occupancy certificate or completion certificate.

14. The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or GST or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter up to the date of handing over the possession of the said Apartment. The Allotee undertakes to pay to the Promoter the said taxes and other charges, over and above the installments of the sale price, as and when demanded by the Promoter.

15. In case if for any reason whatsoever, you commit any delay, default and demure in making payment of any of the installments mentioned hereinabove on their

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respective due dates, then without prejudice to our rights to terminate this Allotment Letter, we shall entirely at our sole and exclusive discretion be entitled to charge interest at the rate as permitted under the rules of the Real Estate Regulatory Act, 2016 for such delayed payments

16. You have seen the layout plan and building plan in respect of the proposed / project / construction to be put up on the said plot.
17. The RESERVATION IS PROVISIONAL and is subject to the terms and conditions of the abovementioned Agreement to Lease and Tripartite Agreement executed with CIDCO Ltd and you have agreed to abide by the same.
18. We shall complete the construction of the said building on or before 31/12/2018 Subject to Force Majure and reasons beyond our Control. However, we shall be entitled to reasonable extension of time for giving possession of said flat within the aforesaid period if the same delayed on account of –
    (i) War, civil commotion or act of God ;
    (ii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court.
19. You agree that you shall not transfer the benefits of this allotment without our previous written consent. We may give such consent only upon payment of all the dues payable by you to us under this provisional allotment and on payment of transfer charges as may be decided and fixed by us.
20. You agree to sign all applications, papers and documents and do all such acts, deeds and things as we may require for safe guarding the interest in the said project.
21. You agree not to claim any right, title or interest in the said flat or plot till the entire contribution and other payments payable by you hereinabove set out is paid in full and you are accepted as the member of the society to be formed.
22. You hereby agree to pay the following expenses and charges on or before the possession or on demand by us the following amounts:-

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(i) Rs. ..... for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

(ii) Rs. ..... for formation and registration of the Society or Limited Company/Federation/ Apex body.

(iii) Rs. ..... for proportionate share of taxes and other charges/levies in respect of the Society or Limited.

(iv) Rs. ……for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company.

(v) Rs……. For Deposit towards Water, Electric, and other utility and services connection charges &

(vi) Rs…… for deposits of electrical receiving and Sub Station provided in Layout.

(vii) Rs……..… towards the CIDCO premium/transfer charges.

23. You shall pay to us a sum of Rs. ..... for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

24. In respect of any amount remaining unpaid under this allotment we shall have a first lien and charges etc., in respect of this allotment and shall be borne and paid entirely by you alone.

25. All costs, charges and expenses including Stamp duty, Registration Charges etc., in respect of this allotment shall be borne and paid entirely by you alone.

26. We have kept the draft of the Agreement for sale intending to be executed in respect of the said flat and the same can be verified by you before the execution of the same.

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27. You have in token of your having accepted the aforesaid have agreed to sign at the foot of this Letter.

FOR M/s. R.S. ENTERPRISES

SHRI. SURESH RAMCHAND VANKVANI.
PROPRIETOR

We hereby confirm the terms and conditions of this letter.

MR./MRS/M/s_____

MR /MRS/M/s _____

Allotee/S

WITNESSES :

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