



CORPORATE OFFICE: 7, Rajkalish, Plot No. 5B, V. P. Road, Andheri (W), Mumbai - 400 058, INDIA

To, Ms. Sharaddha K.Kedia. 6th Floor, Vishwashanti, 30/E, Azad Road, Juhu Koliwada, Santacruz (W), Mumbai – 400 049.

Date: 16th May 2014

ALLOTMENT LETTER (PROVISIONAL)

Ref : Allotment of Flat No.308 on 3rd Floor (Provisional), in the Building Known as "WOODWIND" being and situated at C.T.S. No. 497, 497/1 to 497/6, at 9, Cardinal Gracious Road, Andheri – East, Mumbai 400 099.

Dear Sir,

This is to record that we are well and sufficiently entitled to develop the above mentioned land / property and are in the process of constructing a new building thereon.. After mutual discussion, and personal inspection and visit of the site of construction on the said land and after further inspection of all plans and documents including title certificate and you being fully and completely satisfied with the same, you have expressed your intention to acquire from us, one flat bearing Flat No.308 on 3rd Floor admeasuring approximate 731 sq. ft. carpet area, in the building known as "WOODWIND" to be constructed on plot bearing C.T.S. No. 497, 497/1 to 497/6,, at 9, Cardinal Gracious Road, Andheri - East, Mumbai 400 099. for a lump sum consideration of ₹.1,69,65,000/- (₹.One Crore Sixty Nine Lac Sixty Five Thousand Only)

A) For earmarking of the said flat you have deposited with us a part sum of ₹.17,16,144/-(₹.Seventeen Lac Sixteen Thousand one Hundred Forty Four Only) vide cheque No.226457 dated 29/09/2013 drawn on Citi bank - Mumbai branch, being towards a token advance deposit being ₹.16,54,165/- towards advance flat deposit and ₹.61,979/- towards Service Tax. You have also paid an additional sum of ₹.24,82,178/- (₹.Twenty Four Lac Eighty Two Thousand One Hundred Seventy

Page 1 of 8

Dee Pak R. Sonawane.

Donawane MoGliu

PR Lifescapes Private Limited



CORPORATE OFFICE: 7, Rajkalish, Plot No. 5B, V. P. Road, Andheri (W), Mumbai - 400 058, INDIA.

being plus or minus 2.50% approximately is acceptable to you. It is further agreed by you that any revision / variation (upward or downward) to the extent set out aforesaid shall not affect the consideration payable by you under this Letter of Allotment The area of the said Premises as mentioned herein shall be used only for determining the proportionate distribution amongst the various flats / units holders of any taxes, maintenance charges, expenses or deposits to be levied / incurred or to be incurred on the said Building and Land as one unit. Any misdescription or insufficiency in the description of the said Flat / unit will not be ground for cancellation.

- D) The Flat shall be used for residential use only.
- E) Transfer: It is specifically agreed and informed to you not to create any rights on the basis of this letter of Provisional Allotment in favour of any other person / s and /or any other entity / entities or otherwise without our prior written consent for the same. In the event you wish to transfer your rights then you shall not be entitled to deal with the said Flat directly and such transaction can take place only through us and not by you directly. However, as per prior understanding your first transfer only to M/s. JSK Private Trust shall be free of cost. Further, All other transfers of this Provisional Allotment letter will attract 2% of total sale consideration
- F) The Provisional amenities to be provided in the said new building to be constructed on the said property are contained in Annexure "A", annexed hereto.

 Brochures and representations made by us are only indicative and subject to change. The swimming Pool as envisaged and reflected in our brochure stands cancelled and will not be constructed.
- G) Other Charges / Dues: You are aware of your obligations to pay further and other dues (over and above the agreed consideration) as part of the above and agreed consideration such as Society charges, Society formation charges and Registration, Society Share money & Entrance Fees, Legal Charges, Advance Maintenance, Development Charges, Meter Deposits, Temporary Meter Connection Cost, Corpus fund, Stamp Duty, Registration Charges etc....All the amounts paid by you till the execution of Agreement for Sale shall remain as deposit (Interest free) with us.
- H) Inspection: You have already been given inspection of all the relevant papers, documents and plans in respect of the above Building.

< sax fr

Page 3 of 8

PR Lifescapes Private Limited





agreement to be executed. Change in Development Control Regulations (DCR) and rules will adversely affect delivery schedule / possession and may result in change of layout including area.

- M) Upon final confirmation, an Agreement for Sale shall be executed between us for purchase of the said flat by you. Meanwhile this writing is merely a letter of intent and is not and does not in any way purport to be an agreement for sale / purchase of the said flat by you and rights and obligations shall become effective only on payment of the entire consideration and execution of the Agreement for Sale. All the amounts paid by you till then shall remain as deposit (interest free) with us. The Agreement for Sale shall be executed in the regular manner by printing of the Agreement for Sale on the basis of this Allotment Letter incorporating therein the total price and earnest money mentioned herein above and in that event this allotment shall be treated as null and void and shall have no effect in law. In the event of any contradiction between this Letter and the proposed Agreement for Sale, the provisions of the Agreement for Sale shall prevail. We have further informed you that the detailed terms and conditions of the sale of the abovementioned residential flat shall be incorporated in the final Agreement for Sale, as provided U/s Section 4 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sales, Management and Transfer) Act, 1963 (MOFA) and you have agreed to execute the same immediately upon being called to do so. You shall also attend the office of the Sub-Registrar of Assurances for admitting execution of the said Agreement. You shall also sign any other writings and all required forms and papers for the purpose of formation and registration of a proposed condominium or a Society or a limited Company or any other Organization.
- N) The proposed car parking as allotted to you is free of cost to you being an additional amenity and included into amenity list as per Annxure " A ". However, this is to further inform and state that the Car Parking will be puzzle / stack/ Pit parking slots being a mechanized system.
- O) It is agreed that the Developers will notify the Purchaser to take possession of the said flat/s only on the grant of the occupation certificate by the MCGM authorities.
- P) When the Developer is not in any default and in the event of any Purchaser/s or person(s) claiming through them create any impediments obstruction/ objection/ litigation or non- performance of the terms and conditions of these presents, or in the

< sur

Page 5 of 8

PR Lifescapes Private Limited



CORPORATE OFFICE: 7, Rajkalish, Plot No. 5B, V. P. Road, Andheri (W), Mumbai - 400 058, INDIA.

consequences thereof. All the terms and conditions of the Agreement for Sale will be binding upon you and upon execution and registration of Agreement for Sale this ALLOTMENT LETTER (Provisional) shall be treated as deemed to be null and void and cancelled and shall have no effect in law

S) All letters, circulars, receipt and/or notices to be served on you as contemplated by this letter shall be deemed to have been duly served if sent to you by registered post A.D./under certificate of posting at your address known to us which will be sufficient proof of receipt of the same by you and shall completely and effectively discharged of our entire obligation. For this purpose you have given complete address specified below:

Ms. Sharaddha K.Kedia. 6th Floor, Vishwashanti, 30/E, Azad Road, Juhu Koliwada, Santacruz (W), Mumbai – 400 049.

- T) The Courts of Mumbai will alone have exclusive jurisdiction in the matter.
- U) I hereby agree, declare and confirm that I have read and understood the terms and conditions contained herein and I agree to abide by, perform and comply with the same as may be applicable, and agree and confirm that I shall not do any act, deed or thing against or in contravention of any terms or conditions contained herein.

Please sign this letter as a token of you confirming what is stated herein above

Yours truly

For PR Lifescapes Private Limited

Director / Authorized Signatory

I/ We accept and Confirm

2 Sect

(Ms. Sharaddha K. Kedia)

I/We hereby confirm, agree, accept and acknowledge the contents of this Allotment Letter as stated herein above.

THE SHAPE STORM