

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

Date: 16th May 2014

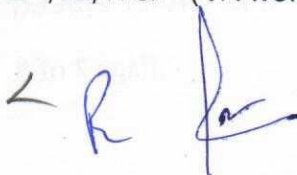
ALLOTMENT LETTER (PROVISIONAL)

Ref : Allotment of Flat No.307 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.307 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



Eight Only) vide cheque No.226484 dated 06/12/2013 drawn on Citi Bank – Mumbai branch towards completion of plinth level construction work.

B) It is further agreed that the balance consideration of ₹.1,27,86,250/- (₹. One Crore Twenty Seven Lac Eighty Six Thousand Two hundred Fifty Only) which is payable, will be paid by you in the following manner and on your failure to abide by the schedule as under, this Provisional Allotment in respect of the said flat shall stand terminated, revoked and to no effect without recourse to you and any further separate notice in this regard.

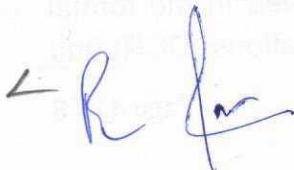
- 1) ₹.16,71,500/- (₹. Sixteen Lac Seventy One Thousand Five Hundred Only) on completion of 1st slab
- 2) ₹.16,71,500/- (₹. Sixteen Lac Seventy One Thousand Five Hundred Only) on completion of 2nd slab
- 3) ₹.16,71,500/- (₹. Sixteen Lac Seventy One Thousand Five Hundred Only) on completion of 3rd slab
- 4) ₹.16,71,500/- (₹. Sixteen Lac Seventy One Thousand Five Hundred Only) on completion of 4th slab
- 5) ₹.16,71,500/- (₹. Sixteen Lac Seventy One Thousand Five Hundred Only) on completion of 5th slab
- 6) ₹.16,71,500/- (₹. Sixteen Lac Seventy One Thousand Five Hundred Only) on completion of 6th slab
- 7) ₹.16,71,500/- (₹. Sixteen Lac Seventy One Thousand Five Hundred Only) on completion of 7th slab
- 8) ₹.8,35,750/- (₹. Eight Lac Thirty Five Thousand Seven Hundred Fifty Only) on or before possession.
- 9) ₹.2,50,000/- (₹. Two Lac Fifty Thousand Only) on or before possession towards development Charges.

C) The sale price mentioned herein above is purely on Lumpsum basis. No dispute whatsoever shall be entertained at any time relating to the said sale price with the aggregate area of the Flat and you shall not be entitled any reduction in the sale consideration on the grounds of any deficiency, if any, in the area of the said Flat or otherwise. This is to further bring to your notice that you are purchasing the flat mentioned herein at the very inception stage of construction and variance in the area being plus or minus 2.50% approximately is acceptable to you. It is further agreed

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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.



- I) Completion of Work: We shall endeavour to complete the Building construction work within approximately 18 months from the date of issue of this letter. However, the completion of the same will be subject to all Force Majeure clauses, such as non availability of construction materials and delayed permissions from appropriate authorities including change in Development Control Rules and natural calamities etc..... And any other force majeure reason which is beyond our control. We also reserve our right to extend the period of possession by six month as grace period.
- J) Taxes: The lumpsum price of this flat to be purchased by you does not include any taxes. You explicitly agree to pay all and any taxes such as Service Tax, Work Contract Tax, Value added Tax, TDS, LBT etc. or any other imposition levied by government or statutory authorities in respect of the Flat and in respect of the consideration payable, then in such event, you shall within two days of written demand or otherwise made on you by us, pay and / or re-imburse such amount of tax/ impositions (as the case may be), without delay or demur, and you shall indemnify and keep us fully indemnified in respect of the non-payment or delayed payment thereof. It is specifically agreed by you the Purchaser/s that the Purchaser/s is/are liable to bear and pay the MVAT / Service Tax Interest and penalties (if any) payable in respect of the transaction of sale of the residential premises.
- K) Delayed Payments: Timely payments of all above installments, Deposits and charges are of essence. You are aware that interest @ 24% (Twenty four percent) per annum, compounded on a monthly basis, is payable on all kinds of delayed payments.
So long as payments are made of the amounts payable by you on due dates and you observe terms & conditions, the earmarking of flat No.307 made in your favour will not be terminated or cancelled. Delayed payment beyond 120 days will be considered a deemed default wherein this provisional Letter of Allotment shall stand cancelled, terminated and revoked without recourse to you, and no further separate notice to be given to you in this regard.
- L) Possession: The possession of the said flat shall be delivered to you against the payment made by you of the entire consideration and all the other amounts such as security deposit, water meter deposit electricity meter deposit, share money, application fees etc. as per clause 'G' above which will be qualified in the formal agreement to be executed. Change in Development Control Regulations (DCR) and

building is completed in all respects, the Developers will be entitled to revoke / terminate and/or cancel this provisional allotment letter without recourse to the purchaser and the Purchaser shall be entitled only to the refund of monies paid by them,. Expenses required to be incurred thereof, shall be the liability of the Purchaser concerned and the same will be deducted/ adjusted as hardship compensation over and above from the monies refundable/ payable by the Developers to the Purchaser/s concerned.

Q) Termination: In the event of failure of payment of any amount due hereof, we shall be entitled to terminate and or cancel this allotment letter and refund to you the balance amount, without any interest costs after deducting charges or expenses of any nature whatsoever. Such refund shall be done only out of the sale proceeds arising out of the re allotment of the Flat to a third party. In the event of failure of payment of any amount due mentioned herein we shall have the first lien and charge on the Flat and shall be at liberty to deal with the Flat in such manner as we may deem fit without any recourse to you whatsoever. You further agree that receipt of the aforementioned refund by way of cheque, if any, by registered post acknowledgment due at the address/encashed by you or not, will be considered as the payment made by us towards such refund and our liability in terms of the said refund shall come to an end forthwith. Upon receipt of such refund you shall have no claim against us in respect of the flat and we shall be entitled to sell, transfer, mortgage or dispose off the Flat to any person or persons at our sole discretion. You shall not take or make any objection, contention, obstruction, claim or any proceeding in respect of our re allotting the Flat to any person or persons pending refund of balance monies (after deduction) as mentioned hereinabove. In such an event you shall not be entitled to claim any right, title or benefit of any nature whatsoever in respect of the Flat.

R) The regular Agreement for Sale in usual manner shall be executed on the basis of this Provisional ALLOTMENT LETTER (Provisional) incorporating therein the total price and token money mentioned herein above. You will have to pay the applicable stamp duty and register the same with the office of the Sub-Registrar of assurances. Stamp duty & registration on account of sale of Flat shall be borne and paid entirely by the purchaser. If you do not come forward for the execution of the Agreement for sale and the registration thereafter within a period of 7 days from our intimation to you then in such event we will not be responsible or liable for the delay and consequences thereof. All the terms and conditions of the Agreement for Sale will be



PR Lifescapes Private Limited

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

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 construction of the building once the construction work is taken up and until the



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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:

Mrs. Pragna 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

(Mrs. Pragna K. Kedia)

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

ANNEXURE "A"
(List of Amenities in Flat)

- ❖ Imported marble in living Room/ Full body vitrified tiles in Bedrooms
 - ❖ French Windows in Aluminum / UPVC sliding format.
 - ❖ Granite Platform in Kitchen with stainless steel sink / tiles upto 2 feet dado above kitchen platform / ample storage in kitchen loft./ provision for water purifier.
 - ❖ Concealed Electricals / provision for split A/c and video door phone / provision for cable TV, Internet & Telephone outlets
 - ❖ Concealed plumbing with provision for Hot & Cold water/ Superior quality sanitary fixtures and CP fitting of Kohler or equivalent/ ceramic flooring.
 - ❖ Appropriate paint in flat.
 - ❖ One Puzzle OR One Stack parking slot space under stilt
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