Draft Allotment Letter

Ref. : **Date:**

To,

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Subject : Allotment / Investment in proposed Project known as "Shivkrupa" to be constructed at C.T.S. No. 109 (pt), 111 (pt) Village- Dindoshi, Gen. A. K. Vaidya Marg., Malad (E), Mumbai-400 097.

Dear Sir,

1. This letter made and entered between "**JE & VEE INFRASTRUCTURE"** having its office at A/203, Western Edge-2, W. E. Highway, Borivali (E) Mumbai – 400066.(hereinafter called "JV" and you as an "Investor / Flat Purchaser").
2. You have expressed your desire to invest by way of reserving the Said Area viz. a proposed Flat bearing No. _____ on the _____floor, having RERA carpet area as _____ Sq. Ft. / Sq. mt. and areas constructed out of consumption of any FSI available under MHADA Re-development scheme under DCR 33/5 of any new / old development policies if any (which shall have slight variation on account of tiling, ledges, plaster, skirting and structural members).
3. This Re-development project is under MHADA Re-development plan under DCR 33/5 scheme. The Developer is entitle to utilize the entire potential FSI of the plot.
4. In consideration of the total investment for reserving the Said Area, you shall pay to us a "**total lumpsum consideration**" of

Rs.____________/- (Rupees _________________ Only) + 5 % GST (as applicable) & any other taxes as per Govt. regulations out of which Rs. ________/- (Rupees ______________ Only) is received vide Cheque No. /RTGS No. _______________ dated ___________ drawn on __________________ Bank, and balance is to be paid by you as per schedule. You shall also bear the Stamp Duty & Registration fees and any other charges as and when informed to you and as may be applicable The total lump sum consideration for acquisition of the proposed Flat shall be payable by you in the following manner:

PAYMENT SCHEDULE:

Sr.	Schedule of Payment	Amount (INR)
1.	ON BOOKING / EXECUTION OF	10% + GST
2.	ON REGISTRATION OR INTIATION OF WORK	20% + GST
3.	ON OR COMPLETION OF PLINTH	15% + GST
4.	ON OR COMPLETION OF 2NDSLAB	5% + GST
5.	ON OR COMPLETION OF 3RDSLAB	3% + GST
6.	ON OR COMPLETION OF 4THSLAB	3% + GST
7.	ON OR COMPLETION OF 5THSLAB	3% + GST
8.	ON OR COMPLETION OF 6THSLAB	3% + GST
9.	ON OR COMPLETION OF 7THSLAB	3% + GST
10.	ON OR COMPLETION OF 8THSLAB	3% + GST
11.	ON OR COMPLETION OF 9THSLAB	3% + GST
12.	ON OR COMPLETION OF 10THSLAB	3% + GST
13.	ON OR COMPLETION OF 11THSLAB	3% + GST
14.	ON OR COMPLETION OF 12THSLAB	3% + GST
15.	ON OR COMPLETION OF 13THSLAB	3% + GST
16.	ON OR COMPLETION OF 14THSLAB	3% + GST
17.	ON OR COMPLETION OF 15THSLAB	3% + GST
18.	ON OR COMPLETION OF 16THSLAB	2% + GST
19.	ON OR COMPLETION OF 17THSLAB	2% + GST
20.	ON OR COMPLETION OF 18THSLAB	2% + GST
21.	ON OR COMPLETION OF 19THSLAB	2% + GST
22.	ON OR COMPLETION OF INTERNAL Fittings	1% + GST
23.	ONORCOMPLETIONOFPLASTER/PAINTING	1% + GST
24.	ON POSSESSION	1% + GST

5. The time for making the payments of installments of this investment is of the essence and any delay by you in making the payment / s, we shall forthwith render this document voidable at our sole and exclusive option and discretion without any further act and / or reference and / or recourse to you, however we shall not exercise the aforesaid right of termination unless and until a notice of 30 days demanding the said payment is issued / given to you and / or we may at our sole and absolute discretion permit you to pay the installment after the respective due dates which charging interest thereon.
    - For all cheques returned/Unpaid for any reason and the payment in lieu of the bounced cheques a sum of Rs.1000/- only or 1% of cheques amount whichever is higher, shall be charged along with charges and shall be accepted through DD/PAY ORDER. / NEFT / RTGS only.
    - In case of any Termination or Cancellation of the investment, “cancellation policy” shall be applicable i.e. 10% of the “total consideration”, (as mentioned in clause no. 3) along with channel partner’s charges shall be deducted and balance payment shall be refunded after 90 days.
    - In case of cancellation of investment by you within the “lock in period” (as mentioned in clause no. 10) there shall be no interest payable to you as per the clause no. 10, and amounts paid by you shall be refunded as per cancellation policy. In case cancellation is after the “lock in period”(as per clause no. 10), then after deducting “cancellation policy” charges and as per cancellation policy balance interest on your investment shall be paid as per clause no. 10
    - You undertake herein that as you are an Investor and you

or any of your family member / representative shall not defame / complaint about / said JV / JV's representative/s and not cause harm to the project goodwill / JV's goodwill / group JV's goodwill in any manner whatsoever whether on Internet / In person / Social Media / any form of groupism. If found your investment document shall be terminated with immediate effect and you shall not be entitled to any interest or any refund.

6. You have further confirmed to us that intimation forwarded from us to you at your aforesaid correspondence, that a particular stage of construction is commenced or completed, shall be sufficient proof that such stage of construction is commenced or completed. However, it is also agreed by you that the failure of receipt of any such notice/intimation from us requiring such payment shall not be a plea or an excuse for non-payment of any amount/s on their respective due dates.
7. You have inspected the proposed plans, title, term sheet / document / development agreement in respect of the proposed building in which the Said Area is proposed to be situated and you have confirmed that you are fully aware of the risks involved in the proposed project not taking off and getting cancelled, with regard to the same in all respects. We have also disclosed to you that presently, the plans for the construction of the new building in which the Said Area is proposed to be situated are pending for submissions and the specifications, size, dimensions, and location of the Said Area is subject to approval of such proposed plans and that the Said Area may have certain variations from what is presently proposed in accordance with the final approved plans and construction related approvals and as per mentioned at RERA

site and as per RERA Registration.

8. 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 proposed project.
9. As aforesaid, the completion of the proposed building and the development of the scheme shall be subject to approvals and permissions from the various authorities. We shall make all endeavors to complete construction of the proposed building in which the Said Area is situated as per the details provided while obtaining the RERA Certificate.
10. We shall be entitled to vary and modify the proposed plans in respect of the construction of the layout and the proposed building in the layout namely Shivkrupa as may be required by the concerned authority. Your only right will be upto the investment amount invested by you towards the proposed Said Area as stated herein above and to take possession thereof in the proposed building to be constructed as stated hereinabove. If there is a variation, it has to be adjusted pro -rata with investment amount.
11. It is agreed that you are an Investor and hence in the event if we do not obtain any one, i.e. the Registered conveyance of the land or Development Agreement on the land or revised commencement certificate in relation to construction on the plot within a "lock in period" of 12 months from the date hereof, subject to force majeure, then and in such an event, you shall terminate this proposal by claiming refund from us with interest thereon calculated at the rate of 10 % p.a. from the date of this writing till the date of termination/cancellation.
12. It has been agreed that all taxes, GST (5%) or as Govt. norms, Stamp duty and Registration Charges (whether

applicable/payable now or in future) on any amount payable on this transaction, as also any betterment charges/new levies/surcharges that may be imposed/levied by the Government and/or any other authority, now or in the future, shall be borne and paid by you alone and we shall not be liable, responsible to bear and pay the same or any part thereof.

13. In addition to the lump sum consideration amount as stated above, you shall also be liable to pay to us the charges for the betterment and development incurred by us during the proposed construction of the Said Area as applicable at the time of possession.

14. You have agreed that without the consent of the JV you shall not been titled to transfer the benefits of this Investment, sell, transferor assign the reservation of the Said Area to any other third party.

15. In the event if you desire to transfer this Investment to any third party after a period of 12 months, you shall be entitled to sell, transfer or assign in respect of the Said Area to any person only after you have paid minimum 50% of "the lump sum consideration" (as mentioned in clause no. 3) and cleared all your due till that date under this document (including financial charges on delayed payments, other deposit/s and charges) The first transfer may not be chargeable at our discretion. However, any subsequent transfers thereafter will be chargeable at 5% on total lump sum consideration.

16. You agree not to claim any right, title or interest in the said area till the entire consideration and other payments payable by you hereinabove set out is paid in full.

17. Along with the reservation of the Said Area, we shall also permit

you ____ car parking space in the [stilt/basement/podium] area of the new building in which the Said Area is proposed to be situated. No separate consideration is accepted by us for the said permission agreed to be granted to you in relation to the said parking space and the permissive right to use the said parking space is agreed to be granted to you only in view of your having agreed to acquire the Said Area on the terms and conditions contained herein. The location of the said car parking space shall be ascertained by us at our discretion pursuant to completion of proposed construction of the new building in which the Said Area is situate and prior to handover of possession of the Said Area to you.

18. You agree it is your sole responsibility to provide the updated information (if any) about yourself to JV from time to time.
19. This document is subject to the Laws of India under the exclusive jurisdiction of the Courts of Mumbai.
20. Please confirm your acceptance of the aforesaid terms and conditions by signing and returning to us a duplicate copy of this letter.

Thanking You,
Yours Faithfully,
For JE & VEE INFRASTRUCTURE

Authorized Signatory

I/We, ________________________, hereby state that I am aware, of various projects and investments available in the vicinity which are at different progress levels. I have evaluated this investment and various options available in the market by the developers/ channel partners/ projects and I am aware of the risks involved. This document is an understanding between me as an investor which is not covered under MOFA /RERA as plan are yet to be submitted and approved. I am also aware that real estate regulator authority is still under formation and hence guidelines are not framed due to which it cannot be followed. I have read through the terms & conditions and I accept all terms & conditions.

Agreed and Acceptance

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