

LETTER OF ALLOTMENT

Ref No. _____

Date: - _____

To,

Re : Premises more particularly described in the Schedule hereinunder. The said premise is constructed in Building known as “Agarwal Floresta- Maple” MahaRERA registration no. _____. The said building is part of the project land known as “Agarwal Floresta” constructed on Plot bearing CTS No. _____ and the said project land is the part of the larger layout of the Plot bearing C.T.S.no. 1B/7, 1/B/7/1 to 4 and 8, 8/1 to 8 and 9A, 9A/1 to 12, 1/B/10/B of Village Dindoshi PanchBavdi, Goregaon (East), Mumbai 400063, 581/A/18 (P), 581/A/18/1 to 9 and 581/A/19(P), 581/A/19/1 to 23 of Village Malad (East) PanchBavdi, Goregaon (East), Mumbai 400063.

Dear Sir,

In response to your oral discussion and various site visit the Builder/Joint Developer is pleased to allot you Flat No. _____

(“said premises”) in our above referred building. With reference to allotment, you have paid a sum **Rs.** _____/- being application fee/earnest money towards allotment of said **Flat No.** _____, **for Total consideration of Rs.** _____ **(Rupees** _____ **)** the details of which are as follows:

- [1] Building No. :
[2] Type/Wing :
[3] Flat No :
[4] Floor No. :
[5] Area as per RERA :
[6] Consideration

a) Purchase Price of Flat Rs. _____

b) Parking Charges Rs. _____

Total Consideration (Excluding cost/

charges mentioned in clause no. 7,8,9): Rs. _____

MODE OF PAYMENT:

AMOUNT IN RUPEES

- [1] Earnest Amount (9%) :

[2]	At the time of Execution of Agreement for Sale	(6%)	:
[3]	Plinth	(15%)	:
[4]	Stilt	(15%)	:
[5]	On 1 st slab	(3%)	:
[6]	On 3 rd slab	(3%)	:
[7]	On 5 th slab	(3%)	:
[8]	On 7 th slab	(3%)	:
[9]	On 9 th slab	(2%)	:
[10]	On 11 th slab	(2%)	:
[11]	On 13 th slab	(2%)	:
[12]	On 15 th slab	(2%)	:
[13]	On 17 th slab	(2%)	:
[14]	On 19 th slab	(2%)	:
[15]	On 21 st Slab	(2%)	:
[16]	On 23 rd Slab	(2%)	:
[17]	On 25 th Slab	(2%)	:
[18]	On 27 th Slab	(2%)	:
[19]	On 29 th Slab	(2%)	:
[20]	On 31 st Slab	(2%)	:
[21]	On 33 rd Slab	(2%)	:
[22]	On 35 th Slab	(2%)	:
[23]	On 37 th Slab	(2%)	:
[24]	Overhead Tank & Lift Room	(2%)	:
[25]	Brick Work	(2%)	:
[26]	Plumbing Work	(2%)	:
[27]	Painting Work	(1%)	:
[28]	Lift	(1%)	:
[29]	Possession	(5%)	:
	Total	(100%)	:

(Note: Total Price is exclusive of statutory cost, other charges and taxes mentioned herein below)

TERMS AND CONDITIONS:

1. The Builder/Joint Developer informs to the Allottee that the said Building/project land has been joint developed by Builder/Joint Developer and Developer on the terms and condition of their agreement.

2. The Builder/Joint Developer undertakes that **“Agarwal Floresta” (“said project land”)** shall be developed in Phase wise manner. The Builder/joint Developer informs that the said project land is part of the Plot bearing C.T.S.no. 1B/7, 1/B/7/1 to 4 and 8, 8/1 to 8 and 9A, 9A/1 to 12, 1/B/10/B of Village Dindoshi PanchBavdi, Goregaon (East), Mumbai 400063, 581/A/18 (P), 581/A/18/1 to 9 and 581/A/19(P), 581/A/19/1 to 23 of Village Malad (East) PanchBavdi, Goregaon (East), Mumbai 400063 total aggregating to 13,438.40 sq. meters being the Larger layout (**“said Larger Property”**). The Builder/Joint Developer has shown to the Allottee tentative layout plan has been shown and same has been verified by the Allottee.
3. In the first phase on the said project land the Builder/Joint Developer shall construct a building known as **“Agarwal Floresta- Maple” (“said building”)** on plinth area admeasuring 400.87 sq. meters on part of the larger layout. The Builder/Joint Developer informs that the said building shall also be constructed in the phase wise manner and accordingly the Builder/Joint Developer has informed the same to the Allottee. The Builder/Joint Developer has registered the said building as real estate project (**“the Real Estate Project”**) with the Maharashtra Real Estate Regulation Authority (**“Authority”**) bearing Registration no. _____ and have disclosed all the facts.
4. The Allottee has investigated The Title Certificate dated _____ issued by _____ (**“title certificate”**) by him/her/them and is satisfied himself/herself/themselves about the right, interest and title of the Builder/Joint Developer, Developer in the land on which the said building/ premises is proposed to be constructed or has been constructed.
5. The tentative layout plans/Building plan (**“said tentative plans”**) have been seen by the Allottee and agrees that the Builder/Joint Developer may effect such variations/alterations/modifications etc therein as deems fit or appropriate and/or as may be done by the sanctioning authority and the Allottee expressly consent to such variations/alterations/modifications which is done from time to

time. The said express consent is the essence of the terms and conditions of the Allotment Letter and Agreement for Sale.

6. The Builder/Joint Developer alongwith the said premises mentioned hereinunder also handover certain amenities (**“Amenities”**) which shall be more particularly mentioned in the Agreement for Sale executed between the parties. In the said Agreement for Sale the Builder/Joint Developer shall also mention certain common Amenities (**“Common Amenities”**) provided for the said project land. There are certain larger common amenities (**“Larger Common Amenities”**) which shall be provided to all the member of the said larger property. The Builder/Joint Developer shall mention all the amenities in the mentioned above in the Agreement for Sale or as and when the same is approved.
7. **Allotment Letter:** The Allottee agrees and confirms that if Allottee fails to execute and return the Allotment Letter within 10 days from the date of receipt of the said letter from the Builder/Developer, failing which this Allotment Letter shall be treated as terminated and becomes null and void.
8. **Execution of Agreement:** The Allottee agrees that the Agreement for Sale shall be executed as required under section 13 of RERA and registered as per Registration Act 1908 once the Allottee make payment of 6% as mentioned hereinabove i.e. Rs. _____/- alongwith Stamp Duty/Registration/GST of total consideration of the said premises within 30 days from execution of this Letter of Allotment. If the Allottee fails to make the payment within the timeline, then the said Allotment Letter shall stands terminated and becomes null and void.
9. **Other Charges:** In addition to the purchase price, the Allottee shall also bear and pay the taxes consisting of tax paid or payable by way of Good and Service Tax, Stamp Duty, registration charges and all levies, duties and cesses or any other direct or indirect taxes which may be levied in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said premises and/or this letter of allotment and/or the Agreement. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Good and Service Tax, and all other indirect and

direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this letter and/or the Agreement and/or on the transaction contemplated herein and/or in relation to the said premises, shall be borne and paid by the Allottee alone and the Builder/Joint Developer shall not be liable to bear or pay the same or any part thereof. On a demand being made by the Builder/Joint Developer upon the Allottee, the Allottee shall pay the same to the Builder/Joint Developer without any delay, demur or default.

10. **Responsibility of Allottee:**

- a) The Allottee agrees and confirms that the timely payment of installments is the essence of the terms and conditions of the Allotment Letter. The Allottee shall be responsible to make necessary payments as decided by Builder/Joint Developer at the time of execution of Agreement for Sale and shall pay at time and place, water and electricity charges, advance maintenance charges, Society Deposit, Fitness Center Charges, Development Charges, lease Rental and other charges which shall be levied or leviable now or in future if any. The Allottee shall be liable to pay all the outgoings mentioned herein as and when called upon by the Builder/Developer or upon receipt of the Occupation Certificate from the Authorities whichever is earlier.
- b) The Allottee have agreed to bear and pay the stamp duty and registration charges payable on the proposed agreement for sale in respect of the said flat. The Allottee have agreed to pay stamp duty and registration fee, incidental and out of pocket expenses and to visit our office for executing the proposed agreement for sale within a period of 15 days from our calling upon you to do so and you agree to pay the stamp duty thereon and attend the office of Sub- Registrar of Assurance for admitting, execution of such proposed agreement and other incidental documents alongwith the payment mentioned hereinabove.
- c) The Allottee agrees that the Total consideration price is escalation free, save and except whatever mentioned in Real

Estate (Regulation and Development) Act, 2016 and Real Estate Rules and Regulation.

- d) The Allottee shall be liable to pay interest as per Real Estate (Regulation and Development) Act, 2016 or incorporated in the Agreement for Sale for any delay in payment towards any amount or charges to be paid to the Builder/ Joint Developer.
 - e) The Allottee hereby confirm agrees and acknowledge that if booking of said flat/shop is done through any RERA registered agent/broker then in that event the Builder/Joint Developers shall not be liable and responsible for any misrepresentation, misleading or false information provided by such agent/broker. The Allottee further agree and confirm that Builder/Joint Developers shall not be held liable and responsible for any internal arrangement arrived at by and between such agent/broker with yourself/selves.
11. **Builder/Joint Developer Rights:** The Builder/Joint Developers shall have right to reject the said allotment at his sole discretion and without assigning any reason for the same, till the execution and registration of the agreement for sale between ourselves and you under the applicable law. In the event of rejection of the booking, the booking amount paid by you upto the date of the such rejection shall be refunded to you in full without any interest within 30 days from the date of such rejection.
12. **Upon Allottee withdrawing from the project:** If the Allottee wants to withdraw from the project before entering into agreement for sale, then the Allottee agrees that all sums deposited by the Allottee in connection therewith shall be returned to the Allottee without any interest or compensation whatsoever and Builder/Joint Developer shall forfeit 5% of total consideration amount towards liquidated damages. After entering into an agreement for Sale the terms of the Agreement shall be binding.
13. The Builder/Joint Developer has informed the Allottee that for development of the said project the Builder/Joint Developer shall take project finance and shall mortgage the said larger layout with any Banks and financial institutions to which

Allottee has given its express consent to the Builder/Joint Developer and have no objection for the same.

14. Undertaking of Allottee:

- a) The Allottee agrees that he/she/they knows that the “said building” shall be constructed in the phase wise manner and also agrees that he/she/they knows the said “project land” and also “larger layout” shall also be developed in phase wise manner.
- b) The Allottee agree to sign all application, papers and documents and do all such acts, deeds and things as Builder/Joint Developers may require for safe guarding the interest of Builder/Joint Developer in the said project or as required by various approving authorities or for betterment of the development of the Proposed Building/Proposed Project Land/Proposed Larger layout.
- c) The Allottee agrees and confirms that for the effective management of parking spaces in the Proposed Building and in order to avoid any later disputes, Builder/Joint Developers shall be earmarking parking spaces at the time of execution of the Agreement for Sale (in the property, parking space in lower ground 1 and lower ground 2 etc or in various the parking space) of the said building for exclusive use thereof by certain holders of premises in the said Building, depending on availability. The Allottee have confirmed having understood the same and have agreed that Builder/Joint Developers shall be entitled to do such earmarking at Builder/Joint Developers discretion and Allottee hereby agree to unconditionally accept the decision taken by us in relation to such earmarking of car parking spaces the same shall be essence of this Allotment Letter and Agreement for Sale.
- d) The Allottee if resident outside India, shall be solely responsible to comply with the necessary formalities, as laid down in the FEMA 1999 or other applicable laws including that of remittances of payment for acquisition of flat and for submission of any document and/or declaration etc as may be prescribed.

- e) The Allottee agree and confirm that Allottee have purchased the said premises for investment purpose and shall have no right title and interest in the said premises till the execution of Agreement for Sale and payment of full consideration is received alongwith taxes, leves, statutory expenses, possession amount, interest (in case of delayed payment), etc.
- f) The Allottee agree not to claim any right, title and interest in the said Flat till the entire Total Consideration, Statutory Charges and other payments payable by you are paid in full as mentioned hereinabove. This is not an agreement for sale or transfer of the said Flat in your favour and is merely a confirmation of our intent to allot the said flat to you, provided you comply with all the terms and condition contained in this letter and subsequently comply and accept and undertake the terms and conditions mentioned in the Agreement for Sale alongwith consideration and various charges mentioned therein.
- g) The Allottee agrees to issue all the cheque for payment of the Total Consideration as mentioned hereinabove for the said premises in favor of **"HOMEWELL REALTY LLP MCA PROJECT AGARWAL FLORESTA-MAPLE"** or intimated by the Builder/Joint Developer from time to time.
- h) The Allottee agrees that all the Amenities, Common Amenities and larger amenities as mentioned in clause 6 hereinabove are subject to modification upon the same getting approved by the Authority.
15. The Builder/Joint Developer has informed to the Allottee that the conveyance/lease of the said building or for the buildings constructed on the said project land or for the buildings constructed on the larger layout shall be executed to the Federation formed by all the buildings on the said larger layout. The said conveyance/lease shall be executed to the federation upon completion of entire construction work on the said larger layout.
16. The Allottee have confirmed to us that an intimation forwarded from us to you at your correspondence address mentioned hereinbelow, that a particular stage of construction is

commenced or completed in the said project, shall be sufficient proof that such stage of construction is commenced or completed in the said project. 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 taken as a plea or an excuse for non-payment of any amount/s on their respective milestones.

17. All the communications, correspondence, receipts, demand letter, notices, etc. issued by the Builder/Joint Developer to the Allottee in connection with the said flat/building in pursuance of these presents and dispatched at the below mentioned address by registered AD or Speed Post or by mail will be sufficient proof of the receipt of the same by the Allottee and accordingly the Builder/Joint Developer shall per se effectually stand discharged. If any change in the address or email id of the Allottee then it shall be the duty of the Allottee to inform the Builder/Joint Developer.

Address: _____

Mail: _____

Mobile No: _____

PAN No. : _____

Aadhar No.: _____

In case there are two or more allottees it is agreed by them the notice or any communication forwarded on the abovesaid address shall be deemed to be accepted by all the allottees and shall be binding on all the allottees.

18. The abovesaid terms and conditions are limited to the Allotment Letter itself. Further terms and conditions shall be incorporated in the Agreement for Sale and the same shall be accepted by the Allottee.
19. In the event of any one or more of the phrase, sentence or clause contained in this application and allotment letter are declared invalid by any order, decree or judgement, then this Allotment Letter shall be construed as if such phrase, sentence or clause had not been inserted in this Allotment

Letter and the construction and interpretation of this Allotment letter shall not be affected.

Thanking You
Yours Faithfully

I/WE ACCEPT & CONFIRM

1.

2.

3.

(ALLOTTEE/PURCHASER)

In presence of witness whereof

1.

2.

(Builder/ Joint Developer)
(HOMEWELL REALTY LLP)

(Developer)
(Shree Swami Samarth Developers)