

ALLOTMENT LETTER

Date: _____

To,

(The Said Allottee/s)

Address: _____

Subject: Allotment of Flat No _____ on _____ in _____ Wing
admeasuring _____ sq.ft carpet area (As per section 2k of the Rera Act, 2016)
in the new building to be known as "ZEN ENCLAVE" located on plot bearing CTS
No 299,299/1 to 5 of village Borivali Taluka Borivali and situated at CKP Colony,
Borivali West, Mumbai 400091.

Dear,

- 1) The Promoters is developing a project known as "**ZEN ENCLAVE**" located upon plot bearing CTS No 299,299/1 to 5 of village Borivali Taluka Borivali and situated at CKP Colony, Borivali West, Mumbai 400091.
- 2) 'ZEN ENCLAVE' consisting of Ground + 9 or more upper floors comprising of Shops on Ground Floor + Shops (pt) and IT Office (pt) on First Floor + residential Flats on second to 9th Floors and is proposed as a "real estate project" by the Promoters and is registered as a 'real estate project' ("**the Real Estate Project**") with the Maharashtra Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**") and the other Rules, Regulations, Circulars and Rulings issued thereunder from time to time.
- 3) The Authority has duly issued the Certificate of Registration No. [●] dated [●] for the Real Estate Project.
- 4) The Promoters through their Architects submitted building plans in respect of the Building to be constructed on the Project Land to the Municipal Corporation of Greater Mumbai (MCGM) and obtained IOD No. _____ dated _____. The Promoters have also obtained Commencement Certificate dated _____ from MCGM and shall obtain the balance approvals from various authorities from time to time, so as to obtain Building Completion Certificate or Occupancy Certificate of the said Building. The copy of the said IOD and copy of the Commencement Certificate alongwith the approved plans is annexed herewith this letter.
- 5) The Promoters has agreed to allot 1BHK / 2 BHK Flat bearing Flat No _____ in _____ wing on _____ floor admeasuring _____ sq.ft carpet area ("**said Flat**") along with certain common areas, amenities and facilities in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time at or for the price of Rs. _____/- ("**Sale Price**") and subject to the terms, conditions and covenants contained in the proforma of the Agreement for Sale ("**Agreement**") as submitted to the Authority as part of the Promoters application with the Authority.

- 6) The Promoters has agreed to allot ____ car parking space along with the allotment of the said flat. The exact location and identification of such car parking space/s in the basements/podium/stilt will be finalized by the Promoters only upon completion of the Real Estate Project in all respects.
- 7) The Sale Price is required to be paid by the Allottee/s to the Promoters in accordance with the payment schedule as set out in herein below table. The Allottee/s has/have expressly agreed that the Allottee/s will pay a sum equivalent to 20% of the Sale Price as earnest money (hereinafter referred to as "Earnest Money") to the Promoters.

Sr No	Milestone	%	Total Amount
1	At the time of Booking	10%	
2	Upon Execution of Agreement (Including balance portion of Earnest Money)	10%	
3	On Completion of Plinth	10%	
4	Upon casting of 02 nd slab.	8%	
	Upon casting of 04 th slab.	8%	
	Upon casting of 06 th slab.	8%	
	Upon casting of 08 th slab.	8%	
	Upon casting of Last slab.	8%	
5	Completion of Walls, Internal Plaster, Flooring, Door and Windows of the said Flat.	10%	
6	Completion of Staircase, lift wells, lobbies upto the floor level of the said Flat.	5%	
7	Completion of External plumbing, External Plaster, Terraces with water proofing of the Real Estate Project.	5%	
8	Completion of Door Fitting, Sanitary fittings, Lift, External Painting of the said Real Estate Project.	5%	
9	On / Before offering possession of the said Flat to the Allottee/s on/after receipt of occupation certificate or completion certificate with respect to the said wing of the said Real Estate project.	Balance	
	Total	100%	Rs ____/-

- 8) In addition to the Sale Price, the Allottee/s shall also bear and pay the taxes consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other 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 Flat and/or this letter of allotment ("**Letter**") 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 GST, Service Tax, Value Added 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 Flat, shall be borne and paid by the Allottee/s alone and the Promoters shall not be liable to bear or pay the same or any part thereof. On a demand being made by the Promoters upon the Allottee/s, the Allottee/s shall pay the same to the Promoters without any delay, demur or default.

- 9) Within 30 (thirty) days from the date of booking, subject to payment of initial 10% of the Sale Price by the Allottees/s, the Allottee/s will execute the Agreement as required under Section 13 of RERA and register the Agreement under the Registration Act, 1908, upon which, this Letter shall stand superseded by the Agreement.
- 10) The Allottee/s hereby irrevocably indemnifies and shall at all times keep the Promoters and its officials indemnified, saved and harmless from and against all actions, including but not limited from the regulators/statutory authorities, claims, losses, damages, costs, liabilities, charges and expenses incurred, suffered or paid by the Promoters or required to be incurred, suffered or paid by the Promoters and against all demands, actions, suits or proceedings made, filed or instituted against the Promoters in connection with or arising out of or relating to the non-execution and/or non-registration of the Agreement by the Allottee/s.
- 11) The Promoters shall endeavour to complete the construction of the Said Flat and obtain the Occupation Certificate from MCGM for the Said Flat by the 31st December 2025 ("Completion Date"). The Promoters shall be entitled to extension of time for giving delivery of the Said Flat on the Completion Date, if the completion of the Real Estate Project is delayed on account of occurrence of events of force majeure or any circumstances or events beyond our reasonable control.
- 12) On Expiry of 15 (fifteen) days from the date of receipt of the Occupation Certificate from the MCGM, the Allottee/s shall be liable to bear and pay such monthly contribution/maintenance charges irrespective of whether or not the Allottee/s has/have taken possession of the said Flat.
- 13) The Allottee/s agree(s) and confirm(s) that in the event the Allottee/s enter(s) into any loan/financing arrangement with any bank/financial institution as envisaged in the Agreement, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoters as per the payment schedule set out in the letter. If such bank/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as due and payable to the Promoters on the respective due dates in the manner detailed herein, then the Allottee/s agree(s) and undertake(s) to pay such amounts to the Promoters in the manner detailed in the payment plan mentioned in this letter hereunder written, otherwise, the same shall be construed as a default on the part of the Allottee/s and the Promoters shall be entitled to exercise the provisions of Clause 14 hereinbelow.
- 14) The Allottee/s agree(s) and confirm(s) that the Promoters shall give possession of the Said Flat on receipt of the entire Sale Price payable by the Allottee/s including in accordance with the provisions of Clause 12 herein above and on receipt of any such amounts payable by the Allottee/s including but not limited to the sale price, interest cost and/or pre-possession charges more particularly mentioned in the agreement for sale.
- 15) In the event the Allottee/s does/do not make payment of any instalment of the Sale Price (prior to execution and registration of the Agreement) and/or in the event the

Allottee/s refuse/s to execute and register the Agreement, then and without prejudice to the rights and remedies available to the Promoters including the right to charge interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay in making payment of the Sale Price/parts thereof ("the Interest Rate"), the Promoters shall be entitled to at his own option and discretion, terminate this Letter, without any reference or recourse to the Allottee/s. Provided that, the Promoters shall give notice of 15 (fifteen) days in writing to the Allottee/s ("Default Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s, of its intention to terminate this Letter with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Letter. If the Allottee/s fail/s to rectify the breach or breaches mentioned by the Promoters within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, the Promoters shall be entitled to terminate this Letter by issuance of a written notice to the Allottee/s ("Promoters Termination Notice"), by Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s. On the receipt of the Promoters Termination Notice by the Allottee/s, this Letter shall stand terminated and cancelled. On the termination and cancellation of this Letter in the manner as stated in this sub-clause, the Promoters shall be entitled to forfeit the entire Earnest Money as and by way of agreed genuine pre-estimate of liquidated damages which the parties agree are not in the nature of penalty. Upon the termination of this Letter, the Allottee/s shall have no claim of any nature whatsoever on the Promoters and/or the Said Flat and the Promoters shall be entitled to deal with and/or dispose off the Said Flat in the manner it deems fit and proper.

- 16) The Allottee/s agree(s) and confirm(s) that the provisions as contained in this Letter shall only become applicable and the Said Flat shall only stand allotted in the name/s of the Allottee/s upon the Promoters being in receipt of the booking amount from the Allottee/s as per the payment plan mentioned herein this letter.
- 17) The Allottee/s confirm/s that the Allottee/s has/have examined all documents and information uploaded by the Promoters on the website of the Authority at <https://maharera.mahaonline.gov.in> under the project name "ZEN ENCLAVE" and has/have read and understood the Agreement, the documents and information in all respects and further the Allottee/s agree/s to the terms, conditions and covenants as contained in the Agreement uploaded by the Promoters as part of registration with the Authority.

Yours truly,

For KONARK SHAKTI GROUP OF COMPANIES I/We agree and confirm,

Authorised Signatory/ies [•]

Allottee/s

Encl: As above