

To,

Dear Sir,

Re: Allotment of residential Flat No. _____ admeasuring _____ sq. ft RERA carpet area on the _____ floor in the Building known as “Nutex” situate at old Plot No 82/40 now new Plot No 82/1C, CTS No G/169/3, Saraswati Road, Santacruz (west), Mumbai 400 054.

1. This is to record that at your request we have agreed to reserve and allot to you, on ownership basis, one residential Flat No. _____ admeasuring _____ sq. ft carpet area as per RERA on the _____ floor (“**the said Unit**”) in the proposed multi-storied building named as “Nutex” (“**the said Building**”) proposed to be constructed on land bearing old Plot No 82/40 now new Plot No 82/1C, City Survey Nos. G/169/3 situate, lying and being at Saraswati Road, Santacruz (west), Mumbai 400 054 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban (“**the said Property**”).

The above reservation has been made in your favor subject to the following terms and conditions:

1. You have perused and satisfied yourself as regards our title to develop the aforesaid property and have perused copies of the various permissions sanctioned by the concerned authorities for the proposed development.
2. The total consideration payable by you in respect of the said Unit is Rs. _____ /-(Rupees _____ Only)(“**Total Consideration**”). The consideration shall be exclusive of GST,

...2/-

stamp duty ,registration charges and other statutory charges in respect of the said Unit and shall be paid as follows:

Booking Deposit	: Rs. _____/-
On Agreement	: Rs. _____/-
Work Commencement	: Rs. _____/-
On Completion of Plinth	: Rs. _____/-
On Completion of First Slab	: Rs. _____/-
On Completion of Second Slab	: Rs. _____/-
On Completion of Third Slab	: Rs. _____/-
On Completion of Fourth Slab	: Rs. _____/-
On Completion of Fifth Slab	: Rs. _____/-
On Completion of Sixth Slab	: Rs. _____/-
On Completion of Seventh Slab	: Rs. _____/--
On Completion of Eighth Slab	: Rs. _____/-
On Completion of Nineth Slab	: Rs. _____/-
On Completion of Tenth Slab	: Rs. _____/-
On Completion of Eleventh Slab	: Rs. _____/-
On Completion of Twelveth Slab	: Rs. _____/-
On Completion of Thirteenth Slab	: Rs. _____/-
On Completion of Terrace Slab	: Rs. _____/-
On Completion of Brick Work	: Rs. _____/-
On completion of Internal Floorings, Doors and windows	: Rs. _____/-
On completion of Sanitary fittings	: Rs. _____/-
On completion of staircases	: Rs. _____/-
On commencement of Lift well lobbies upto the floor level	: Rs. _____/-
On completion of external plumbing	: Rs. _____/-

: 3 :

On completion of external plaster	: Rs. _____/-
On completion of elevation & terraces with water proofing	: Rs. _____/-
On completion of the Lifts	: Rs. _____/-
On completion of water pumps	: Rs. _____/-
On completion of Electrical Fittings	: Rs. _____/-
On completion of Entrance Lobby	: Rs. _____/-
On completion of paving	: Rs. _____/-
On offer of Possession	: Rs. _____/-
	=====
	Rs. _____/-
	=====

3. We confirm having received a sum of Rs _____/- (Rupees _____
_____ Only) as and by way of earnest money towards the allotment
of the said Flat out of the total Consideration. The balance consideration
alongwith GST and other statutory charges will be paid as per the progress of
work. The time for payment of each of the installments is of the essence. In
addition to the aforesaid installments, you shall simultaneously therewith also be
liable to bear and pay GST and/or other taxes and charges on the said
installments as may be applicable.
4. It is agreed that time as to payment of any sums payable under this writing is the
essence of the contract and in the event of your failing to make payment of any
of the installment(s) or any other sums as setout herein including GST, etc., we
shall be entitled to terminate and/or cancel the reservation of the said Unit and
forfeit the aforesaid earnest money of Rs. _____/- (Rupees
_____ only) after giving you 15 days prior notice in
...4/-

writing in respect thereof and refund the balance, if any, to you. Thereafter, we shall be at liberty to deal with the said Unit in such manner as we may deem fit without any recourse or reference to you whatsoever. However, notwithstanding anything contained herein and without prejudice to all other rights and remedies available in law, all overdue payments shall bear interest at the rate of 24% per annum.

5. Possession of the said Flat shall be handed over after the completion of the proposed Building and on obtaining the necessary Occupation Certificate in respect thereof.
6. At the time of being handed over possession of the said Flat, duly completed in all respects, you shall pay to us your proportionate share in the development charges, 12 months maintenance charges and outgoings in advance, legal expenses and charges for formation of common organization and share money and entrance fee etc.
7. Commencing a week after notice in writing is given offering possession of the said Unit to you, you will be liable to pay all outgoings, taxes, water charges, electric charges, legal charges, Development charges, cess etc. and maintenance/charges, payment of service line charge of BEST/Adani Electricity Ltd, legal charges, in respect thereof, in respect of whether possession of the said Unit has been taken or not.
8. We have to further inform you that the detailed terms and conditions of the allotment shall be incorporated in the printed Agreement for Sale which shall be subject to the provisions of the Real Estate (Regulation and Development) Act,

...5/-

2016 with Maharashtra Rule, 2017 and Maharashtra Regulation, 2017 and the Rules, framed thereunder from time to time. and you have agreed to execute the formal Agreement for Sale immediately upon being called upon to do so. As may be mutually decided between us at the appropriate time, we shall enter into a printed Agreement for Sale of the said Flat. You have also agreed to sign any other writing or writings and all necessary forms and papers for the purpose of formation and registration of the proposed common organization as may be executed by other purchasers in the said Building.

9. On completion of the construction of the said Building, we shall at our option form a condominium/company/ society or such other association of the purchasers of flats in the said Building proposed to be constructed (“**the said Association**”) and you have agreed to become a member of the said Association. You have also agreed to sign any other writing or writings and all necessary forms and papers for the purpose of formation and registration of the said Association. You will observe the rules and regulations that may from time to time be framed by us for the purpose of management of the said Building and the bye-laws, rules and regulations of the said Association and amendments and modifications thereto from time to time.
10. You have agreed and consented that in the event of any additional FSI being available in future by way of residual FSI and/or TDR FSI or by whatever name called then in that event we shall be entitled to put up additional construction on the said Property and/or on the said Building and you shall not object to the same for any reason whatsoever and howsoever even though you have taken possession of the said Flat in the said Building proposed to be constructed on the said Property.

11. We shall be entitled to vary and modify the plans in respect of the proposed Building as may be required by the concerned authority/ies without prejudicing the area and location of the said Flat.
12. You shall use the said Unit or any part thereof for residential purpose only.
13. You agree and confirm that we shall have the right to raise finance / loan from any financial institution / bank by way of mortgage / charge / securitization of receivables of the said Unit against security of the said Property (subject to your rights to the said Unit).
14. You have confirmed that you shall be responsible to bear and pay and/or reimburse to us as the case may be, all statutory taxes, dues, levies and duties by whatever name called and/or of whatsoever nature including but not limited to GST levied/charged by the State and/or Central Government or any other competent authority in respect of this transaction.
15. We shall have unqualified and unfettered right to (i) sell on ownership basis residential Units in the said building and (ii) allot car-parking spaces and (iii) sell/allot the areas within and outside the Building and/or the said Property for putting up/installing signage, V-Sat and/or other antenna and Air condition chiller plants, (iv) grant the right to put up hoarding, (v) install Relay Station for Cellular Telecommunication, Radio Pager, Satellite and Communication Towers etc., and/or (vi) grant long leases in respect of units and other areas in the said Building or dispose off the same in any manner as we may deem fit and proper.
16. You have confirmed that irrespective of any disputes which may arise between us, you shall punctually pay all instalments of Total Consideration, amounts, contributions, deposits and shall not withhold any payment for any reason

whatsoever.

17. You shall be entitled to sell, transfer and assign the benefits arising hereunder to any person subject to you first having paid the entire consideration and cleared all your dues under this Letter of reservation (including interest on delayed payments) and further subject to your having obtained prior written consent from us .
18. You have also agreed to bear and pay the Stamp Duty, Registration charges and GST payable on the Agreement for Sale to be executed in pursuance hereof and on all documents to be executed in pursuance to this writings and proportionately on Deed of Lease and/or other vesting document of the property in favour of the Association which may be formed.

All the aforesaid terms and conditions are applicable and binding upon your respective nominees/legal heirs, executors, successors and assigns. Please confirm your acceptance of the aforesaid terms and conditions by signing and returning to us a duplicate copy of this writing.

Yours faithfully,

For A P PROPERTIES

I/WE confirm the above,

PARTNER

PURCHASER

RECEIPT

Received from the above-named purchaser a sum of Rs. _____ towards part consideration against purchase of Flat No _____ in the building Nutex situated at Plot No 82/40, CTS No G/169/3, Saraswati Road, Santacruz (west), Mumbai 400 054 as detailed below

Date	Cheque No	Amount	Against
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