

Letter of Allotment

Date: _____

To,

Dear Sir / Madam,

Re: Flat bearing No. _____ admeasuring _____ square feet (carpet area) on _____ Floor, in the composite building, "**Sanghvi Parsssva Jivdaya**" consisting of Ground floor and 9 upper floors, proposed to be constructed on a plot of land bearing Survey No.40, Hissa No.4 (Part) and bearing City Survey Nos.1763 and 1764 admeasuring 1305 square yards equivalent to 1097.11 square meters situated at the Jivdaya Lane, Village: Kirol-Kurla, Ghatkopar (West), Mumbai.

1. **Jivdaya Co-operative Housing Society Limited, ("Jivdaya Society")** a co-operative housing society registered under the provisions of Maharashtra Co-operative Societies Act, 1960, having its office address at Jivdaya Lane, Village Kirol-Kurla, Mumbai is the owner of plot of land bearing Survey No.40, Hissa No.4 (Part) and bearing City Survey Nos.1763 and 1764 admeasuring 1305 square yards equivalent to 1097.11 square meters situated at the Jivdaya Lane, Village: Kirol-Kurla, Ghatkopar (West), Mumbai (hereinafter referred to as the "**said property**").
2. By a Development Agreement dated 11th June, 2019 executed and registered under Serial No. KRL3/7770/2019 on 11th August, 2019 at the Sub-Registrar of Assurances, Kurla-3, amongst the Jivdaya Co-operative Housing Society Limited ("**Jivdaya Society/Owner**"), of the First Part, Smt. Sangeeta Manoj Patel & Others, members of the Society, of the Second Part and M/s. Sanghvi Constructions, ourselves, of the Third Part, Jivdaya Society granted, transferred and assigned the development rights in respect of the said property to us, for the consideration and on the terms and conditions therein contained. Pursuant to the said Development Agreement the Society also executed a Power of Attorney authorising us to execute and perform several acts, deeds, matters and things in connection with the said property.
3. With view to add some more clauses, on 7th September, 2021, a Supplementary Agreement has been executed and registered under Serial No. KRL3/14064/2021 on 07th September, 2021 at the Sub-Registrar of Assurances, Kurla-3, between the said Jivdaya Society and ourselves, M/s. Sanghvi Constructions.
4. The building/society known as 'Jivdaya' on the said property (hereinafter referred to as the "Existing Building") contained 19 residential premises and 4 commercial premises (hereinafter collectively referred to as the "**Tenants Existing Premises**"). The Tenants Existing Premises are/were occupied by 23 tenants / occupants. The

Existing Building is demolished.

5. We have obtained consent from more than 70% of the tenants/occupants and have entered into permanent alternate accommodation agreements (“**PAAA**”) with 23 tenants/occupants. We have agreed to provide each tenant/occupant, permanent alternate accommodations in the new buildings constructed on the said property (“**Tenants New Premises**”).
6. The following approvals, permissions and sanctions are granted for development of the said property:
 - (i) The Municipal Corporation of Greater Mumbai (“**MCGM**”) sanctioned the plans for constructions of building on the said property and issued an Intimation of Disapproval bearing No. P-3945 / 2019 / (1763 AND 1764) / N WARD / GHATKOPAR KIROL / IOD / 1 / NEW dated 27th October, 2020 (“**IOD**”).
 - (ii) MCGM issued Commencement Certificate bearing No.P-3945 / 2019 / (1763 and 1764) / N Ward / GHATKOPAR KIROL / CC / 1 / New dated 10th January, 2022 (“**CC**”) valid upto 9th January, 2023.
7. We have submitted plans for construction of the composite building on the said property.
8. We are in process of constructing a composite building, consisting of sale premises and Tenants New Premises (“**said Building**”). The development and construction of the said Building is hereinafter referred to as the “**Project**”.
9. We are constructing the said Building as a separate project as provided under Section 3 of Real Estate (Regulation and Development) Act, 2016 (“**RERA**”) read with 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 we have registered the said Building as a separate real estate project with the Real Estate Regulatory Authority (hereinafter referred to as “**Authority**”) under the provisions of Section 3 of RERA read with the provisions of the RERA Rules.
10. You being desirous of acquiring a flat admeasuring _____ square feet (carpet area), bearing No.____ on _____ floor of the said Building, proposed to be constructed on the said property (“**said Flat**”) approached and requested us to reserved the said Flat for allotment of the same to you.
11. As desired by you and pursuant to your request and relying on your representations and covenants, we hereby inform you that we are agreeable to reserve the said Flat for allotment of the same to you, subject to amendments to the plans for construction of the said Building and layout, being sanctioned, and subject to all approvals for construction of the said Building being issued by MCGM and all other concerned authorities and subject to the terms and conditions contained herein and also in the Agreement to be executed by you and also subject to your complying with and performing all other terms, conditions, covenants contained herein and also in the

Agreement to be executed by you.

12. The price of the said Flat shall be Rs.____/- (Rupees _____ only), plus applicable taxes including service tax, VAT, GST, etc. (“**Sale Price**”) and you shall pay to us the said Sale Price in the following manner:

- (a) Rs.____/- (Rupees____only) plus applicable taxes including service tax, VAT, GST, etc., as earnest money, on or before execution hereof;
- (b) Rs.____/- (Rupees____only) plus applicable taxes including service tax, VAT, GST, etc., on_____;
- (c) Rs.____/- (Rupees____only) plus applicable taxes including service tax, VAT, GST, etc., on_____;
- (d) Rs.____/- (Rupees____only) plus applicable taxes including service tax, VAT, GST, etc., on_____;
- (e) Rs.____/- (Rupees____only) plus applicable taxes including service tax, VAT, GST, etc., on_____;
- (f) Rs.____/- (Rupees____only) plus applicable taxes including service tax, VAT, GST, etc., on_____;
- (g) Rs.____/- (Rupees____only) plus applicable taxes including service tax, VAT, GST, etc., on_____;
- (h) Rs.____/- (Rupees____only) plus applicable taxes including service tax, VAT, GST, etc., on_____.

13. In addition to the said Sale Price of Rs.____/- (Rupees____only), you shall pay to us the following amounts on the date on which possession of the said Flat is offered. We shall not be liable, responsible and / or required to render any account in respect of the amounts mentioned herein below:

Sr.No.	Charges	Amount (Rs.)
1.	Legal Charges	
2.	Charges for Formation and Registration of Organization	
3.	Development Charges (one time charges @_____per square feet of carpet area)	
4.	Any other charges	

14. In addition to the aforesaid amounts, you shall pay to us the following amounts, on the date on which possession of the said Flat is offered. We shall maintain account only in respect of following amounts and shall provide the same to the Organization at the time of handover to the said Organization:

Sr.No.	Charges	Amount (Rs.)
1	Corpus Fund	
2	Electricity Deposit and Water (non-refundable)	

3	Maintenance Charges Deposit (at Rs. _____per square feet of carpet area for period of __months)	
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15. It is hereby clarified that the amounts mentioned hereinabove do not include the dues for electricity, gas and other bills for the said Flat and you shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and that you agree to pay to us such other charges or such other amounts under such heads or increase in any of the amounts as we may indicate without any demur.
16. You shall be liable to pay escalation / increase in the Sale Price, if such escalation/ increase is on account of any development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by any competent authority from time to time.
17. All taxes, cess, levies, rates, duties, etc. (whether applicable/payable now or in future) including Service Tax, VAT, GST and/or any and all other taxes, levies, cess, rates, duties etc. payable in respect of the said Flat and/or in respect of the transaction contemplated herein, shall be borne and paid by you alone, and we shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof. You shall bear, pay and discharge all taxes, levies, cess, rates, duties etc. including VAT, Service Tax, GST, etc. and other charges, within one week from the date of demand being made by us. You shall indemnify and keep us indemnified in this regards.
18. We are entitled to develop the said property or any part thereof, in such manner as we deem fit including putting up any additional floor or floors, additional constructions, etc. and use the same for such purpose or purposes as we may desire. We are also entitled to mortgage the said property and/or the building(s) to be constructed thereon or any part thereof, to enable us to augment the funds at any time hereafter, in such manner as we may deem fit.
19. You shall execute and register an Agreement for Sale with respect to the said Flat on or before _____.
20. You are aware that layout of the said property including the right of way/ access, is a tentative layout, showing *inter-alia* the different portions presently envisaged to be developed by us and is likely to be changed or revised as per our requirements and/or as requirement of MCGM and/or other statutory authorities. We, reserve our right to alter the layout design, elevation, etc. make variations in the layout with such modifications thereto as we may from time to time determine/or as may be required, without your consent.
21. We are not making any statement, declaration, representation, warranties, guarantees etc. with respect to the show flat, height of the ceiling of the show flat, measurements, layout and area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artifacts, designs and all other items, lobby, landscaping, amenities, etc., and do not warrant and/or guarantee the accuracy with

respect to the same, and the same shall not be provided by us, in the said Flat and/or any other flat and/or in the said Building. The show flat, height of the ceiling of the show flat, measurements, layout and area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities, etc., and the information and depictions of the show flat, height of the ceiling of the show flat, measurements, layout and area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities, etc., shall not be relied upon by you as statements and/or representations of fact, and you have not agreed to acquire the said Flat on the basis of such show flat, height of the ceiling of the show flat, measurements, layout and area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities, etc., or any part thereof and the same do not form and are not intended to form any part of the transaction contemplated herein. The details of the said Flat to be allotted shall be mentioned in the agreement for sale to be executed for the said Flat and the same shall be final.

22. Time for payment of the Sale Price and/or other amounts and performance of all obligations by you including execution and registration of agreement for sale with respect to the said Flat, are the essence of the contract. If you fail and/or are otherwise unable to pay any of the installment of the Sale Price and/or other amounts on their respective due date and/or execute and register agreement for sale with respect to the said Flat on or before _____ and/or perform any other obligations in accordance with this letter of allotment, then in that event we shall, without prejudice to any other right and/or remedies that we may have against you under the law and/or otherwise, be entitled to:
 - (i) receive and recover from you and you shall pay to us, simple interest at the rate specified under the RERA Rules per annum on the outstanding amount from the due date of the said outstanding amount till the date of actual payment thereof;
 - (ii) forfeit, retain and appropriate a sum of Rs. _____/- (Rupees _____ only) being 10% of the Sale Price, and refund the balance, if any, without any interest within a period of 30 days after said Flat is sold and all amounts including consideration amount in respect thereof is received by us, and the date on which said Flat is sold and all amounts including consideration amount in respect thereof is received by us, shall be the date on which refund of the balance amount, if any, shall become due and payable by us to you;
 - (iii) terminate, cancel and withdraw this letter and terminate the arrangement contained herein; and
 - (iv) allot, sell, deal with and/or dispose of the said Flat to any other person/s and on such terms as we may deem fit without your consent or concurrence.
23. On breach of any of the terms and condition by you, you shall cease to have any right, title, interest, claim or demand etc. of any nature whatsoever either against us or against the said Flat.

24. All the cost, charges and expenses including stamp duty and registration charges on this letter of allotment and/or any other document executed pursuant to this letter of allotment and/or on the agreements and/or in respect of the transaction contemplated herein shall be borne and paid by you alone.
25. Subject to Force Majeure circumstances and/or other circumstances, and provided you are not in default of any of the terms and/or conditions contained herein including default in payment of the Sale Price, applicable taxes or any part thereof, we shall complete the construction of and handover the said Flat to you by _____ (“**Possession Date**”). If we fail to hand over the said Flat to you on or before the Possession Date, and only if you do not intend to cancel this letter of allotment/withdraw from the Project, we shall pay to you simple interest as specified in the RERA Rules, on all the amounts paid by you to us towards Sale Price for every month of delay from the Possession Date till the handing over of the possession of the said Flat.
26. If you intend to cancel this letter of allotment or withdraw from the Project, then on cancellation of this letter of allotment by the you:
 - (i) We shall refund to you the amounts already received by us in respect of the said Flat (except the amounts towards Service Tax, VAT, GST and other taxes) within a period of 30 days after said Flat is sold and all amounts including consideration amount in respect thereof is received by us, with simple interest as specified in RERA Rules from the date of cancellation of this letter of allotment till the date the amounts are repaid and the date on which said Flat is sold and all amounts including consideration amount in respect thereof is received by us, shall be the date on which refund of the balance amount, if any, shall become due and payable by us to you;
 - (ii) You shall not have any right, title, interest, claim, demand and/or dispute against us and/or in respect of the said Flat or any part thereof, in any manner whatsoever; and
 - (iii) We shall be entitled to sell, transfer and/or otherwise entitled to deal with and/or dispose of the said Flat in such manner, as we may deem fit.
27. You hereby agree and confirm that we shall not be responsible for the refund of any of the applicable taxes including Service Tax, VAT, GST or any other tax, levy, statutory charges paid by you to us and/or collected by us from you.
28. You shall not sell, transfer, assign and/or otherwise deal with and dispose of the said Flat or any of your rights and/or benefits, without our prior written consent.
29. You shall at no time demand partition of the said Building and/or said property and/or the Project and/or your interest, if any, therein and the same shall never be partitioned.
30. We shall have complete discretion and/or option either to execute Deed of Lease or Deed of Conveyance of the said Building and the said property. Further, we shall execute such Deed of Lease or Deed of Conveyance in respect of the said Building and the said property, within a period of 3 (three) months only after we have (a)

utilized, consumed, loaded etc. entire FSI, fungible FSI, free FSI, Premium FSI, potential, yield of the said property and TDR; (b) completed the entire development of the said property and the construction of the said Building on the said property and obtained occupation certificate in respect thereof; (c) sold all the premises, etc. and received all the amounts from the purchaser/s of all the buildings on the said property including the Sale Price from the purchaser/s hereof; and (d) completed the development of the entire said property and construction of the said Building thereon, AND till then, we shall not be bound, liable, required to cause to execute any document in favour of the said organization/ society/ company/ apex body and you agree and irrevocably consent not to have any demand or dispute or objection in that behalf.

31. For the purpose of this Letter of Allotment, the “Other Circumstances” shall include but not limited to:
- (a) Non-availability of steel, cement, other building material, water or electric supply;
 - (b) War, Civil Commotion, fire, earthquake, flood, epidemic, labour controversy, riot, civil disturbance or act of God;
 - (c) Failure or delay of any transportation agency or any other supplier of supplies, equipment, or other facilities related to the said property;
 - (d) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or authority and / or any other Competent Authority or any Court, or Tribunal or any quasi-judicial body or authority;
 - (e) Economic downturn;
 - (f) Any other act or event which is beyond our reasonable control including our precarious financial condition and/or economic downswing in real estate or any other industry; and
 - (g) Any other circumstances or conditions or other causes beyond our control of or unforeseen including war, civil commotion, riot, strikes or agitation by our workers or labourers or the workers or labourers of the contractor or suppliers.

Yours faithfully,
For Sanghvi Constructions

I agree and confirm aforesaid

Authorized Signatory

Mr/Mrs. _____