

To,
Mr/Mrs _____
Address: _____

Sub: - Letter of Allotment of Flat/Apartment Bearing _____ in Ongoing Project of “**M/s Beauty Ganraj Developers LLP**” Jungle Magal Road, Bhandup (w), Mumbai – 400 078, at Survey No. 138 (2), corresponding CTS No. 148 of Village- Bhandup, Taluka- Kurla, Mumbai

Dear sir/Madam,

- 1) We are Promoters/Developers of a Land Bearing C.T.S. No. 148 of Village Bhandup, Taluka- Kurla, Brihanmumbai by virtue of Registered Development Agreement vide BADAR No. _____ dated _____.
- 2) We have got our plans sanctioned/amended from Slum Rehabilitation Authority/Municipal Corporation of Greater Mumbai vide Letter No. _____ issued by Executive Engineer, _____
- 3) We have been issued a Letter of Indent vide No. _____ issued by _____ dated _____
- 4) We have got our Intimation of Approval (IOA) vide No. _____ issued by _____ dated _____
- 5) We have also procure our building Commencement Certificate (C.C.) vide No. _____ issued by _____ dated _____
- 6) We have commence the project in accordance with the Development Control Regulations and such other legal mandatory norms which are time being in force and also got our aforesaid development proposal enrolled/registered within the provisions of The Real Estate Regulation and Development Act 2016 within the Real Estate Regulation Authority vide No. _____ dated _____
- 7) We are being authorized to sale the available units in accordance with the Agreement and Sanctions which are obtained/to be obtained by us.
- 8) You have approached us with a proposal of purchase of a Flat bearing No. _____ of our aforesaid ongoing project by inspection of all the title and project related documents, and also visited MAHARERA Website and also verified from personal sources and also ascertain the quality, proposed amenities, cost etc., after getting fully satisfied about the project/proposal its authentication, genuineness and as found in accordance your requirement, you made application dated _____, for the purchase of Apartment/Commercial Premise having description as mentioned in the schedule annexed herewith.

9) Sale Consideration, Advances and Payment Schedules:

That in pursuance of the Booking Application Form submitted by you as aforesaid, We hereby allots a Residential Flat Bearing No. _____ situated on _____ Floor, in a Building which is/will known as " _____ " at Jungle Mangal Road, Bhandup (w), Mumbai – 400 078 admeasuring _____ sq. Feet's (Rera Carpet Area) subject to your acceptance of the terms mentioned herein by receiving advance payment of Rs. _____ (Rupees _____ Only) and also subject to payment of balance sale consideration of Rs. _____ plus Tax, GST and such other charges which will be paid by you, in installments or otherwise, to us i.e. **M/s Beauty Ganraj Developers LLP** in accordance with the understanding and covenants, & Terms and conditions which will be reflecting in the Agreement For Sale.

You are also hereby bound to pay the installments within 10 days from the date of oral/written demand raised or intimation given by us or otherwise a monthly interest at the rate of 06% per annum on the defaulted balance amount shall also be payable by you, and you are not expected to default or delay the installments or part thereof for successive period of 3 months from today, or if you will cancel the mutual agreement hereof/present allotment of Apartment/ Agreement For Sale held between us, In either of the aforesaid situations we shall have the right to cancel this agreement unilaterally and shall also have the right to transfer/sell the residential unit, allotted to you, in favour of any other person/party, irrespective your objection of any kind. We in such circumstance will refund your deposits/advances/installments/earnest money within a period of 2 months from the date of intimation of cancellation by deducting the necessary fees, compensation, loss, damages value, interest together with all sort of expenses etc which my client has bare till date any objection if raised by you in this regard shall be deemed to be null, void and inoperative.

You are hereby liable to pay the installments irrespective of your Loan process or otherwise from any financial Institutes/Banks/Private Sector/Credit Society/friend or otherwise, and if any of the above or any such other institution after confirming Loan process fails to perform their obligations, the same will revert upon you.

If in any case the project got delayed due to fault on our part, subject to such other Force-Majore, act of god, change in Government policies, Scarcity of Materials, natural calamities etc or any such reason which is beyond our control, we are liable if you so demand to refund back your deposited money with interest @ 6% p.a. from the date of demand made by you.

If you agree that without prejudice to our rights as mentioned in Clause No. 3 herein-above, you shall be liable to pay us, an interest at the rate @ 06% (Six percent) per annum on all amounts outstanding for more than 10 (Ten) days. The discretion for termination/cancellation of the allotment or acceptance of the delayed payment with interest shall exclusively rest with us. Failure of any kind of due payments to us including charges, cess, taxes etc. will render the possession of yours illegal and will be considered accordingly.

You after allotment of the said Apartment/Gala would be bound to abide by the provisions of the Maharashtra Co-Op Societies Act and/or any other laws, bye-laws, rules or regulations enforceable at present or made enforceable any time in future by the State or Central Govt. or any Local Body. You shall also be bound to abide by the rules and bye-laws as framed by the Association or the Society in future.

You agree that you shall, after possession, use the aforesaid unit only for the residential or commercial purposes as the case may be and will not give it on rent or lease or sublet the same for any illegal and unlawful purposes and will not make any kind of illegal addition, alteration without following due process of law.

From today till the date of complete payment of consideration amount and / or the possession of the Flat premise and /or handing over the possession of the building structure to the society, you will keep inform and updated you correspondence addresses including email ID and Contact details.

You shall have no any right or authority to assign or transfer the right under this letter, or agreement hereof to any other person without our consent in willing.

This Allotment letter does not confer any rights either in respect the said premises or otherwise and is restricted only to acknowledge of your advance payment for your proposal to purchase the said premises and shall not be pledge to raise money, loan or advances etc.

Stamp Duty and Registration Charges on the date of execution of Agreement For Sale or any such additional documents etc thereof shall be

bare by you. So also Maintenance charges, electric meter, society charges and other amounts shall be payable to us from the date of actual possession of your unit till the date of handing over/transfer of possession in favour of the residential society. All taxes as may be applicable and levied on the present transactions including GST, TDS, CESS and any other taxes in respect of the said premises shall be paid extra as per government Norms and as per requirement by you.

You by way of execution of this Allotment Letter confirm that:

You should utilize the Apartment for the purpose for which is allotted and not to use and utilize the same for illegal, immoral purpose and specifically use the same for the residential or commercial purpose as the case may be.

You are required to submit authenticated copies of a PAN-CARD, AADHAR Card, Residence Proof, Income Proof or any such other proofs or documents as required and called for by us.

The allotment will be confirmed in your favour through a Registration of the Agreement for Sale in your favour only after fulfillment of the terms and conditions set-forth herein and since then the covenants of the Agreement for Sale has overriding effect over the present Letter of Allotments.

You must obtain possession of the Apartment allotted within 15 days from the demand called for from our part, and from the date of preceding 15th day, it will be presumed that you have taken the possession of the premise and all the rules and bylaws will apply accordingly.

All the payments against the purchase of the said Flat shall be made by way of Cheque/Demand Draft/ RTGS/NEFT or such other electronic media.

Society Maintenance Charges of ___ months Development Charges, Infrastructure Charges, Electricity/Water Charges, Legal Charges and Society Deposits etc. will be excluded in the present consideration.

The above price is subject to escalation in cost of building materials. Stamp Duty, Registration Charges, GST Service Charges, Cess etc. if levied shall be borne by purchaser.

This Allotment shall be subject to Mumbai Jurisdiction Only.

Yours Faithfully,

M/s Beauty Ganraj Developers LLP
Partner

SCHEDULE

The property as referred in this Allotment Letter is **One Residential 2 BHK Unit, bearing Flat No. _____, _____ floor, _____ CHS LTD** admeasuring _____ Sq. Feet's, Jungle Mangal Road, Bhandup (w), Mumbai – 400 078 constructed on plot bearing C.T.S. No. _____ of Village Bhandup, Taluka- Kurla, Brihanmumbai and bounded as under-

The Existing Boundaries of the proposed Building:-

In the East by :
In the West by :
In the North by :
In the South by :

This Allotment Letter has been issued by the Allotter & the letter & all the terms contained therein have been accepted by the Allottee by voluntary signing the letter in presence of the witnesses at MUMBAI on this ____ day of _____ 2019.

WITNESSES: -

1- Name
Age
Address.....
Office at

ALLOTTED BY

ALLOTTEE: -

2- Name **We/I do hereby accept all the aforesaid**
Age terms contained herein above
Address.....