

ALLOTMENT LETTER

To,

Dear Sir/s

RE: Allotment of a flat /shop bearing No. ____ admeasuring _____ sq.ft. RERA carpet area on the _____ floor (**said Flat/Shop**) in the proposed building to be named as **“Modispaces Volga” (said Building)** to be constructed on ALL those pieces and parcels of land bearing Final Plot No.680/A/1/5 and Final Plot No.680/A/1/6 of T.P.S. No. Borivali III (Principal) (Final), admeasuring in aggregate 2825.4 sq.mtrs., bearing Survey No.149-A, Hissa No.1 (Pt.), [formerly had CTS No.777 of village Borivali] Taluka Borivali, within the Registration District of Mumbai City and Sub-District Mumbai Suburban both the aforesaid plots admeasuring in aggregate 2606.14 sq.mtrs. on actual physical site and 2825.40 sq.mtrs as per title documents, situate, lying and being at Raiyani Gram, Shimpoli Road, Borivali (West), Mumbai – 400 092 (**said Property**).

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1. We are constructing a multi storied Building to be named as **“Modispaces-Volga”(the said Building)** on the said Property, in accordance with the sanctioned plans and permissions granted by Municipal Corporation of Greater Mumbai (**MCGM**) and other concerned local bodies and authorities, subject to such alteration/modification necessitated by the Competent Authorities and the project is registered with Maharashtra Real Estate Regulatory Authority at Mumbai under Mahareg under Serial No._____.

2. We are pleased to inform you that upon your request, you have been allotted a flat /shop bearing No. ____ admeasuring _____ sq.ft. RERA carpet area on the _____floor (**said Flat/Shop**) in the said Building to be constructed on the said Property atand for total consideration of sum of Rs. _____/- (Rupees _____only) [**said Total Sale Price**] [Less TDS at the applicable rate].
3. At your request, we shall permit you, for your exclusive use and benefit____nos of car parking space/s in _____ of the said Building (hereinafter referred to as **“the said Car Parking Space/s”**) as permanent amenity annexed and appurtenant to the said Flat/Shop. It is clarified that location of the Car Parking Space/s shall be identified by us at our sole and absolute discretion at the time of offering possession of the Flat/Shop.
4. The aforesaid Total Sale Price shall be paid by you to us in the following manner:
 - (i) Rs. _____/- (Rupees _____only) on issuance/signing of this letter.
 - (ii) Rs. _____/- (Rupees _____only) on execution of agreement for sale to be executed as per Section 13 of The Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as **“the said Act”**).
 - (iii) Balance INR. _____/- (Rupees _____only) shall be paid by you to us, as per the progress of work as per the payment schedule annexed hereto as **Annexure “I”**.
5. You shall have to enter in to Agreement for Sale within a period of ____days from execution hereof as per the draft already furnished to you. The stamp duty and registration charges and other out of pocket expenses payable on the Agreement for Sale shall be borne and paid by you. You hereby agree and

undertake to execute and register an Agreement for Sale under the provisions of applicable law in respect of the said Flat/Shop, within ____ days from the date of intimation by us in the form as drawn up by us. It is clarified that we shall call upon you to execute and register Agreement for Sale, subject to you paying the necessary stamp duty and registration charges thereon.

6. In the event if you fail/s to enter into Agreement for Sale within the aforesaid period your allotment shall stand cancelled and your earnest money deposit paid under these presents shall stand forfeited or refunded without interest. Upon refund of earnest money without interest, you shall not have any claim against us and we shall be free to deal with the said Flat/Shop in the manner we deem fit and proper. In case of cancellation, we will refund the amount with cheque and a letter notifying that your allotment in respect of the said Flat/Shop is cancelled and we shall stand discharge of our duty irrespective of whether the cheque is encash by you or not, will amount to the refund of the amount so required to be refunded by us.
7. Notwithstanding anything contained in this Letter or otherwise, in the event the cheque/s issued by you is/are bounced /not honoured by the banker/s then without prejudice to our rights to claim interest on the amounts due and/or cancel and terminate the booking of the said Flat/Shop in the manner provided herein, you shall be liable to pay Rs.____/- (Rupees ____ only) plus service tax, towards cheque/s bouncing charges for each such incident.
8. In addition to the said Total Sale Price you shall have to pay the GST & other charges such as legal charges, share purchase money, entrance fees, sinking fund, development charges etc. as may be set-out in the Agreement for Sale to be executed hereafter.
9. You hereby confirm, agree and acknowledge that, if booking of the said Flat/Shop is done through any Agent/Broker(**“Agent/Broker”**), then in that event we shall not be held liable and responsible for any misrepresentation,

misleading or false information provided by such Agent/Broker. You further agree and confirm that we shall not be held liable and responsible for any internal arrangement arrived at by and between such Agent/Broker with yourself / yourselves.

10. This Letter is not transferable or assignable without our previous Written Consent.
11. All the other usual terms and conditions including about possession and details as required under the said Act shall be incorporated in detail in the Agreement for Sale to will be executed in due course of time. The provisions of the Agreement to be executed shall supersede this Allotment Letter and this Allotment Letter shall stand cancelled and terminated on execution of such Agreement. The draft of the Agreement for Sale as per the provisions of the said Act shall be furnished to you in due course of time.
12. This Letter is only for confirming the booking of the Flat/Shop and the Flat/Shop will be reserved for you especially, subject to your above confirmation.
13. Stamp duty and registration charges in respect of the captioned flat/shop will be paid by you.
14. Kindly sign at the foot of this letter and duplicate hereof in token of your having accepted and confirmed the above.

Thanking you,

Yours faithfully,

I/We confirm

For MODISPACES REAL ESTATE PVT.LTD.

Allottee/s

Developers