

DRAFT ALLOTMENT LETTER

Date: __/__/2017

To,

Residing at _____,

_____.

Ref.: Your application form dated _____, inter-alia, applying for allotment of Apartment bearing no._____, admeasuring about ____ sq. mtrs. carpet plus ____ Sq. mtrs. exclusive balcony/verandah/Terrace on ____ floor, in the ____ building, along with covered parking space no._____ to be situate in the project to be known as '_____'.

Sub:- Acceptance of application/reservation and issuance of Allotment letter.

Dear Sir/Madam,

- 1) We are pleased to inform you that we have processed your above referred application form dated __/__/20___. Relying upon your assurances given therein and subject to you complying with your obligation as Allottee/s as per Section ____ of RERA and subject also to you complying with conditions stipulated herein below we are pleased to accept your application form and hereby agree to allot you in our Real Estate Project the above referred Apartment No._____, admeasuring about ____ sq. ft. carpet plus ____ Sq. ft on ____ floor, in the _____ building, to be situate in the Real Estate Project to be known as '_____' at and for purchase price of Rs._____-/- (Rupees _____ Only), which is inclusive of proportionate price of common area and facilities. We are also pleased to allot you covered parking space no._____ to be situate at _____ at and for purchase price of Rs._____-/- (Rupees _____ Only). Thus, collective purchase price to be paid by you is Rs._____-/- (Rupees _____ Only). In addition to that you shall be liable to pay additional amounts of Rs._____-/- (Rupees _____ Only) towards different head as mentioned in clause ____ and ____ of proforma

Agreement for Sale which we have uploaded on the website of regulatory authority under RERA at its Web Site www.maharera.mahain and which are more particularly mentioned in **Annexure 'A'** annexed herewith.

2) The allotment of said apartment is subject to following conditions:-

- a) You shall complete the payment to the extent of 9.5% of the collective purchase price within 15 days of receipt hereof if not paid till date. Such payment is to be completed prior to execution and registration of Agreement for Sale.
- b) You shall within 30 days from the date of receipt hereof, arrange for the proportionate charges of stamp duty and registration charges, legal expenses for registration as may be determined, inter-alia, to enable us to arrange for the payment of said charges so that prior formalities of and regarding payment of stamp duty and registration of Agreement for Sale can be completed.
- c) You shall within 45 days from the date of issuance of this letter come forward for execution and registration of Agreement for Sale, the draft whereof as stated above is uploaded on the website of regulatory authority under RERA at its Web Site www.maharera.mahain and which you have read and accepted and the terms & conditions stipulated therein shall be considered as part and parcel of this allotment letter.
- d) You shall upon the execution and registration of said Agreement for Sale make further payment upto 30% of the said collective purchase price by NEFT/Demand Draft/RTGS etc.
 - i) You shall be liable to pay the further purchase price in the following manner:-

Sr. No.	Milestone	Percentage	Rupees
(i)	Before registration of agreement		
(ii)	Immediately after execution & registration of agreement		
(iii)	On Initiation of Plinth of the Apartment's building		
(iv)	On completion of the Plinth Apartment's building		

(v)	On completion of slabs including podiums & stilt of the Apartment's building		
(vi)	On completion of the walls of the Apartment		
(vii)	On completion of internal plaster, floorings, doors and windows of the Apartment and lift wells upto the ____ floor.		
(viii)	On completion of sanitary fittings, staircases and lobbies upto the ____ [to mention the floor on which the Apartment is situated]		
(ix)	On completion of elevation of the Apartment's building and completion of lifts of the Apartment's building		
(x)	On completion of water pump, electrical fittings, electro mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and on other requirements as may be prescribed in this agreement, and,		
(xi)	At the time of handing over of possession of Apartment or on receipt of Occupation Certificate or Completion Certificate.		
Total			

Time in respect of the said payments or instalments and in respect of all amounts payable under these presents by you to us is of essence of the contract.

- ii) In addition to above stated total purchase price you shall be liable to pay additional amount of Rs. _____/- (Rupees _____ Only) as per annexure 'A' and clause ____ and ____ of Proforma Agreement for Sale before possession of said Apartment.
- iii) The purchase price of the Apartment/shop/office as mentioned above, is determined on the basis of above referred carpet area of the

apartment to which you have agreed and confirmed. Thus, the other appurtenant area such as terrace if any, balcony if any, service shaft if any, exclusive veranda if any, Air Handling Units (AHU) if any are neither included in the carpet area nor are considered for determining the purchase price.

- iv) In addition to above stated total purchase price, the stamp duty and registration charges as mentioned in clause 2 (b) and said additional amounts as per annexure 'A', you shall be liable to pay all taxes/levies such as value added taxes (VAT), Services Taxes, GST, Swachh Bharat Cess Tax and/or such other taxes which may be levied any time, hereinafter in connection with construction/development of said project upon said entire land payable by us, irrespective as to who is made liable under concerned Statute/Rules to pay such taxes. All such taxes shall be payable by you in proportion to the area of said apartment before possession of said Apartment.
- v) You have accepted that we shall give possession of Apartment on or before ___/___/20___ subject to you making payment as per agreed schedule without any delay/ default and subject to what has been stated in clause ___ of proforma agreement for sale and only in the event of allotment of said apartment to you till then remains in subsistence and force and is not cancelled and/or terminated on account of breach and violation on your part of the terms and conditions hereof and/or of said proforma agreement for sale and or otherwise.
- vi) You shall not raise any dispute about said date of possession.
- vii) You shall not raise any obstruction/objection in our right of utilisation entire development potentiality certified and mentioned in clause ___ of Pro-forma Agreement for Sale.
- viii) You shall be liable to pay interest as specified in MahaRERA Rules on delayed payments. So also for the consequences that may arise in case of non-payment of instalments and interest if accrued as more particularly stipulated in clause ___ of proforma agreement.
- ix) In case if you fail to pay the amounts as stipulated in clause 2 (b) & (d) above and/or fail to come forward for execution and registration of said Agreement for Sale, the allotment of said Apartment shall be

considered as cancelled upon expiry of period stipulated in clause 2 (c) above. In that eventuality and as agreed by you in application form, you shall be entitled to refund of the amount till then paid by you by deducting therefrom liquidated damages to the tune of 20% of the amount till then paid by you.

- x) You agree and accept that upon such cancellation of Allotment, we shall be entitled to allot/transfer/alienate said apartment to any third party Allottee/s and you shall not be entitled to raise any grievances and/or objection in that regard.
- xi) You are aware that while some of the permissions for development of the Project have been obtained, the Promoter is yet to obtain certain other approvals/permissions from the concerned government/administrative authorities. The allotment of the apartment, if any, hereunder, shall be upon and subject to such approvals/permissions being obtained by the Promoter and the terms and conditions imposed in that regard. You hereby agree and undertake to abide by the terms and conditions of such approvals/permissions.
- xii) It is hereby clarified that you have accorded your consent that any payment made to the Promoter hereunder shall be appropriated in the manner below:
 - (a) Firstly towards costs and expenses for enforcement of Application/Allotment Letter/Agreement to Sell and recovery of the total consideration.
 - (b) Secondly, towards interest on the amount (including total consideration) payable under the Application Form/Allotment Letter/Agreement to Sell.
 - (c) Finally, towards total consideration and charges payable under the Application Form/Allotment Letter/Agreement to Sell.

It is expressly agreed and accepted between ourselves and yourself that you will not have any right, title, interest and claim, etc on the said apartment unless you have paid the full value of the apartment.
- xiii) Keeping in mind and to safeguard the exclusivity of the said Project, you shall not let, sub-let, transfer, assign or part with your interest or

benefit under the Allotment Letter or part with the possession of or interest in the apartment till the possession of the apartment is handed over to you. Any transfer of the apartment after such time shall be subject to the prior written consent of the Promoter and the terms and conditions, in that regard. Any such application for transfer shall only be considered if (i) You have paid to the Promoter/us all amounts (including Total consideration) payable in respect of the Apartment and (ii) You are not in breach of any of the terms and conditions of the Allotment Letter/Agreement to Sell and (iii) the possession of the Apartment is handed over to You. If it is found that you have created/parted your rights to third party on the basis of the Allotment Letter then without any prior intimation the allotment letter issued to you would be cancelled/terminated and the amount till then paid by you shall be refunded by deducting therefrom 20% amount towards liquidated damages.

- xiv) You hereby grant an unequivocal and irrevocable consent to the Promoter to recover / set off / adjust from the amounts if any, payable by the Promoter to you including the Consideration, the said Charges, interest and/or Liquidated Damages. You agree and undertake not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of you, in that regard, shall be deemed to have been waived.
- xv) In the event of you obtaining a loan from any bank or Financial institution for payment of the consideration (or part thereof) in respect of the Apartment, then you shall solely be responsible and liable to ensure that the payment of the consideration, as and when due, is made by the Bank without any objection or demur. Any delay or default by such Bank or Financial institution for any reason whatsoever in disbursal of such amounts, as and when due, shall constitute a breach of the terms of allotment agreement.
- xvi) You hereby accord/grant your irrevocable consent to the Promoter to securitize the Consideration and/or part thereof and the amounts receivable by the Promoter after the allotment of the Apartment to you and to assign to the Banks / Financial Institutions the right to directly receive from you the balance consideration / or part thereof

hereunder. You agree and undertake that upon receipt of any such intimation in writing by the Promoter, to pay without any delay, demur, deduction or objection to such Bank / Financial Institutions, the consideration or part thereof and/or the amounts payable hereunder. The Promoter covenants that the payment of such balance consideration or part thereof in accordance with the terms hereof, by you to the Bank / Financial Institutions, shall be a valid payment of consideration or part thereof and discharge of his obligations hereunder.

- xvii) The Promoter specifically reserves the right and you accord your consent to offer the entire land and/or the buildings and structures being constructed thereon or any part thereof including the building (save and except the said Apartment) as security to any other credit/ financial institution, bank or other person/body who has or may hereafter advance credit, finance or loans to the Promoter.
- xviii) You hereby expressly admit, acknowledge and confirm that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained / given in any advertisement or brochure, by the Promoter and/or its agents to you and/or his/her/their/its agents, other than such terms, conditions and provisions as are contained or incorporated in this allotment letter either expressly, impliedly or by law, shall be deemed to form part of this allotment letter . You further declare that you have executed this Allotment Letter after reading and understanding and being explained the contents of this Allotment Letter and particularly the implications mentioned and undertakes not to raise any objection and you waive your right to raise such objection in that regard. Further, you confirm and undertake not to seek any amendment, modification and/or change in the terms and conditions of the Application Form/Allotment Letter and hereby waiving your rights in that regard.
- xix) You are aware that in connection with/relation to the project(s) of the Promoter and/or its Group and/or the Apartment, the Promoter and/or its representatives shall, from time to time be communicating with you. You are further aware that the Promoter shall be providing you,

on acceptance of the application, with an email id for the purpose of communication (including the demand letters for the payments) in connection with/in relation to the Apartment /project. You hereby accord your unconditional consent/ No objection to such communication (written, email, voice, SMS or otherwise) by the Promoter and/or its representatives with you and undertakes to access such email id regularly.

- xx) You should utilize the apartment for the purpose for which it is allotted.
 - xxi) You should submit copies of your Pan card, Aadhaar Card, residence proof and/or certificate of incorporation/MOA/AOA as the case may be, along with payments stipulated.
- 3) You are requested to accept this Allotment Letter and in confirmation of acceptance of condition stipulated hereinabove to sign and acknowledge the duplicate copy hereof under below mentioned column. This Allotment Letter shall become effective only upon such acknowledgement and confirmation from you.

Yours Faithfully,

For **Man Global Limited**

I/We hereby accept/s and confirm/s above mentioned conditions and I/We shall be bound by them.

Allottee/s