



BUILDERS & DEVELOPERS



102, Motivihar - B, N. S. B. Road,
Mulund (West), Mumbai - 400 080.
Tel.: 2568 6098 / 99 • Fax: 2569 0181

Date:-

To

Re: Premises bearing no ____ admeasuring about ____ sq ft
(carpet area) ____ on the ____ floor of the building to be
known as 'Sai Indu Tower' under construction on the plot
of land situate at L. B. S. Marg, Near Asian Paints,
Bhandup (West), Mumbai 400 078 in the revenue village
of Bhandup West, Taluka Kurla bearing CTS no 285A,
and Survey No. 201(part) ('Premises')

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Madam/Dear Sir

1 Upon your depositing with us a sum of Rs ____/- (Rupees
____ only) by your cheque bearing no ____ dated ____
20__ drawn on ____ Bank ____ Branch we hereby
allot to you the above Premises on ownership basis for the
lumpsum consideration of Rs ____/- (Rupees
____ only).

2 The consideration shall be payable by the installments which
will commensurate with the progress of construction as shall be
setout in the common form of Agreement for Sale of the premises in
the above Building.

3 In case you opt to pay the consideration through loan and
subsequently the loan is not granted or delayed for any reason
whatsoever, the consideration shall be paid by you as per schedule of
the Agreement for Sale. However, non-release of bank loan on delay in
disbursement of loan to you shall not be a ground for delay in making

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payment as per the payment schedule. The payment schedule shall not be altered in such a contingency. In case of any delay in payment as aforesaid you shall be liable to pay to us the interest at the rate of ___% p.a. on such delayed/unpaid amount from the due date of such payment till date of such payment is made together with interest as stated hereinabove.

4 Over and above the consideration contained herein you will be liable to bear and pay the share subscription, legal charges for the agreement, development charges, deposits and expenses as well as Thirty Six months advance maintenance / outgoing charges as provided in the Agreement . The same will be paid by you before taking possession of the Premises. You will promptly bear and pay the proportionate municipal taxes and/or the increases levied by the concerned local authority cesses directly to MCGM or other government departments.

5 In case of any default being committed by you in making payment of any amount or otherwise without prejudice to your other obligations and liabilities that may arise in that event you shall be liable to pay and do hereby irrevocably agree and undertake to pay to us, the amount payable alongwith the interest calculated thereon from the due date of such amount till the date of its payment. The rate of interest shall be calculated as per the provisions of Rules 18/ Chapter IV of the Rules We will have a first lien and charge on the above Premises agreed to be purchased by you in respect of any amount remaining unpaid by the you in respect of the above Premises.

6 Over and above the consideration herein contained you will be liable to bear and pay the share subscription, legal charges for the agreement, legal charges for formation of the organization, development charges special amenities charges, deposits and expenses entrance fee, renovation, electric charges, IOD water, sewerage installation charges etc . The same will be paid by you as and when called upon by us. Upon possession of the above Premises being offered/ handedover to you, you will periodically and promptly bear and pay the proportionate municipal taxes cesses dues directly to MCGM or concerned government department in respect thereof.



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7 The Agreement for Sale in common form when executed shall be subject to the provisions of the Real Estate (Regulation & Development) Act 2016 ('Act') and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agreements, Rates of Interest and Disclosure on Web site) Rules 2017 ('Rules') made thereunder. We shall execute the same in your favour upon you affixing the proper stamp duty on such Agreement. You will get the same registered with the Competent Sub-Registrar. All the costs charges and expenses in that behalf shall be borne and paid by you.

8 You declare and confirm that in case of joint allotment, failure to pay by either of purchasers shall be deemed as failure to pay by both and you shall be treated as one single person for the purpose of this Allotment and both shall be liable for the consequence jointly as well as severally.

9 You have sought detailed explanations and clarifications from us and we have readily provided the same. You have perused/caused to be studied all the title deeds documents and other papers in respect of the above Premises and otherwise satisfied yourself as regards our title to the above Plot. You shall not raise any further requisitions in that behalf.

10 You acknowledge that we have readily provided all documents, information and clarifications as required by you in relation to the Premises. You informed us that you have sought professional advise and satisfied yourself as regards our title to the Plot and the plans and sanctions to construct the Building. You have read and understood all limitations and obligations in respect thereof and have accepted the same. You have not relied upon or been influenced by any marketing or sale plans, sale brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever whether written or estimation of the facilities and amenities to be made available or any other data except as represented herein and that you have relied solely on your own judgment in deciding to purchase the Premises.



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11 You hereby consent to the amendments to the building plans that may be made in the future to utilize additional or further FSI and/or TDR on the above Plot However your prior consent in writing shall be obtained in respect of variations or modifications which may adversely affect the above Premises except any alterations or additions required by any Government authorities or due to change in law.

12 You agree that it will be your sole responsibility to update your contact information with us in writing, failing which all demands, notices, etc. by us shall be mailed to the address given herein and deemed to have been received by you. In case of joint purchasers communication sent to the first named purchaser herein shall be deemed to have been sent to all the purchasers. If no communication is received from you within thirty (30) days from the date hereof or from the date of last communication, it will be your sole responsibility to revert to us, clarifying latest status and updates and requests for demand letters. All communications will be issued to you through Registered Post or Courier or e - mail, as applicable and such communication will be treated by you as an official communication. Any such returned communication due to any reasons, will be deemed as received by you and you agree to abide by the contents of the communication.

13 You expressly agree that your name as mentioned herein will be mentioned in the Agreement for Sale and the same shall be registered in your favour only. Such Agreement for Sale to be entered/executed/registered between us shall not be assignable. No transfer shall take place provided you make the full payment of the consideration of the Premises as also the payments of proportionate share towards development charges, betterment charges and outgoings together with compensation, interest, the said taxes, as and when payable as provided herein and under the Agreement for Sale, that may be levied or become payable and as determined by us in respect of the Building and/or the Premises, as the case may be, as and when it becomes due and payable, and comply with all obligations as stated herein and under the Agreement for Sale in pursuance hereof, as and when due and demanded. The Municipal Taxes N.A. Tax, etc will be paid directly by you to concerned department.

14 Notwithstanding what is stated herein, in the event if you intend to sell/ transfer the Premises and/or your rights under this Allotment letter then we shall have first right of refusal over the same.



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15 You have fully read and understood the terms and conditions as stated herein and agree to abide by the same. You further agree and understand that the terms and conditions given above are indicative in nature with a view to acquaint you with the terms and conditions as shall be comprehensively set out in the Agreement for Sale which shall supersede the terms and conditions set out herein.

16 You hereby expressly agree that this writing is merely a letter of allotment and is not and does not purport to be an Agreement for Sale and the rights and obligations shall become effective only on execution of the Agreement for Sale, though obligations to pay the consideration amount shall commence from the date hereof, irrespective of whether the Agreement for Sale has been executed or not.

17 The rights and obligations of the parties arising hereunder shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Mumbai alone will have the jurisdiction.

18 You shall bear and pay the stamp duty registration charges Service Taxes VAT GST as may be applicable and all such and any other statutory taxes dues duties or payments which may be levied by Central Government State Government or local authorities payable directly or indirectly or remotely at present or in future on the Agreement for Sale in respect of the Premises.

Please confirm.

Yours faithfully
For, M/s. G. K. Realtors,

Partner.

I/We accept and confirm

(_____)