

Allotment Letter

To

Dear Sir,

Re: Allotment Letter in respect of Flat No. _____ on _____ floor admeasuring _____ sq. feet in the building known as _____ along with _____ Car parking space.

Sub: Allotment Letter

1. As you are aware that the land bearing Survey No. 278, Hissa No. 1 (part) corresponding C.T.S. No. 7626 admeasuring 550.20 sq. mtrs., CTS No. 7626/1 admeasuring 58.50 sq. mtrs., CTS No.7627/2 admeasuring 28 sq. mtrs., CTS No. 3834 admeasuring 50.7 sq. mtrs. and CTS No. 3835 admeasuring 140.3 sq. mtrs. aggregate to an area admeasuring _____ sq. mtrs. situated at Vakola, Village Kole Kalyan, Taluka Andheri, District Mumbai Suburban (hereinafter referred to as the "said property") is undertaken for redevelopment by us.
2. On the said property, we are in the process of constructing a residential tower comprising of 1st to _____ floor to be used for the purpose of Car parking and _____ to _____ upper floors shall be used for residential purposes. There shall be refuge area on _____ and _____ floors as per the NOC from CFO. There shall be lift for user of residential premises of the said property (hereinafter referred to as the "said project").
3. You have taken inspection of the title documents in respect of the said property and also the approval obtained by us for construction of the said project including the approved plan and commencement certificate upto 6th floor and after satisfied yourself about our entitlement to develop the said property and requested us to allot the said flat (as defined below).

4. In response to your request to allot a flat in the said project, we are pleased to allot to you one flat bearing No. _____ on _____ floor admeasuring _____ sq. feet in Wing _____ of the said project _____ (the said building) along with _____ car parking space of the said project. The floor plans showing the said flat delineated in red colour is annexed hereto and marked as **Annexure "A"**.
5. The total consideration for the said flat is Rs. _____ (Rupees _____) ("the said consideration").
6. You have till date paid to us a sum of Rs. _____ being 10% of the total consideration. The balance consideration towards the said flat now stands at Rs. _____ which shall be paid as per the schedule.
7. On the basis of the completion of subsequent levels of work, we shall periodically intimate you about the amount payable by you as per the payment schedule given below and you shall accordingly, remit the payment within 7 days of the receipt of such intimation:

Sr. No.	Work	Status	Payment in %	Amount/Rupees
1.	On completion of Plinth	Completed	38%	
2.	On Completion of 1st Slab	Completed	2%	
3.	On Completion of 2nd Slab	Completed	2%	
4.	On Completion of 3rd Slab	Completed	2%	
5.	On Completion of 4th Slab	Completed	2%	
6.	On Completion of 5th Slab	Completed	2%	
7.	On Completion of 6th Slab	Completed	2%	
8.	On Completion of 7th Slab	Completed	2%	
9.	On Completion of 8th Slab		2%	
10.	On Completion of 9th Slab		2%	

11.	On Completion of 10th Slab		2%	
12.	On Completion of 11th Slab		2%	
13.	On Completion of Brick Work/internal wall, plastering, flooring and tiling in the said premises		5%	
14.	on completion of Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said premises		5%	
15.	On completion external plumbing and external plaster, elevation, terraces with waterproofing, of the building		5%	
16.	On completion of lifts, water pumps, electrical fittings, entrance lobby, paving of areas appurtenant thereto		10%	
17.	On Possession		5%	
		Total	100%	

8. The payment of consideration as stated herein above in time is the essence of this allotment. In the event of failure or delay on your part to make the payment of any amount due and payable by you on its due dates, we shall give you a Notice of reminder, giving 15 (fifteen) days grace period to make the due payment, failing which, we shall be entitled to terminate this Allotment Letter and forfeit 5% of the said consideration out of the total consideration paid by you along with applicable service tax and refund to you the balance amount. Such refund shall not bear

any interest. Upon such termination, we shall be at liberty to re-allot/deal with the said flat in such manner as we may deem fit without any recourse or reference to you whatsoever.

9. You further agree that receipt of the said refund by way of cheque, by registered post acknowledgment due at the address given by you in these presents, whether the said cheque has been accepted/encashed by you or not, will be considered as acceptable of the payment made by us towards such refund and our liability in terms of the said refund shall come to an end forthwith. Upon such refund this Allotment Letter (to be executed) shall be deemed to be cancelled/terminated and accordingly your right, title, interest or benefit of any nature whatsoever in respect of the said flat shall stand cancelled/terminated forthwith. In pursuance thereto we shall be entitled to sell, transfer, mortgage or dispose of the said flat to any person or persons, at our sole discretion. You shall not take or make any objection, contention, obstruction, claim or any proceeding in respect of our re-allotting the said flat to any other person or persons pending refund of balance monies (after deduction as mentioned hereinabove). In such an event, you shall not be entitled to claim any right, title, interest or benefit of any nature whatsoever in respect of the said flat. Notwithstanding anything contained herein and without prejudice to all other rights and remedies available in law, all overdue payment shall bear interest at the rate of 18% per annum.
10. In addition to the sale consideration, you will be liable to pay the following amounts to us at the time of taking possession of the said flat for fit out:

(i)	Non-refundable legal charges and expenses	
(ii)	Non-refundable towards development charges	

(iii)	Non-refundable for share money, application, entrance fee of the Society.	
(iv)	Non-refundable deposit towards Water and Electricity charges.	
(v)	Being 2 year deposit towards proportionate share of taxes, maintenance and other charges.	
(vi)	Being the Purchaser's proportionate contribution towards Corpus Fund	
(vii)	Non-refundable towards MGL Gas charges	
	Total	

- (i) The payment towards the amounts mentioned above together with applicable taxes (including service tax) thereon shall be made within 7 (seven) days from the date you are intimated to take possession of the said flat for fit out.
- (ii) It is hereby clarified that the list of charges mentioned herein above is only indicative and not exhaustive and that you agree to pay all or any such other charges, fees or levies or additional charges and increases in the above list of charges or such other additional charges, fees or levies as we may indicate to you from time to time.
- (iii) The Stamp duty, registration charges, MVAT, GST, LBT, Service Tax or other taxes shall be payable by you at the time of execution of the agreement for sale or as may be required by applicable laws.

11. You will be liable to pay all taxes, water charges, electric charges, cess, maintenance charges, development charges, administrative expenses, payment of service line charge of Reliance

Energy, legal charges including that of BESTY in respect of the said flat irrespective of whether possession of the said flat has been taken by you or not.

12. You are also liable to pay Common Area Maintenance (CAM) charges and Property Taxes and Car parking Charges if applicable to BEST which shall be applicable from the date of receipt of the Occupation Certificate irrespective of whether you have taken possession of the said flat or not.
13. The total consideration does not include any taxes of any kind by whatever name called and does not include any other charges of any kind by whatever name called. You shall deposit on or before the execution of the Agreement for Sale, with us an amount as applicable towards the Value Added Tax (VAT) on the total consideration of the said flat.
14. Further, you shall also be liable to pay the following amount towards the Service Tax as per the prevailing service tax rates specified under the Service Tax Rules, 1994 and/or any amendment thereof. It is hereby agreed and accepted by you that if there is any change in the rate of Service Tax and VAT as mentioned herein above at any time in future demanded by the statutory authorities and/or through amendment in any rules or regulation and/or through notification by the concerned Statutory Authority, such differential/increased amount shall be paid by you immediately upon intimation by us.
15. Further, you are making payment of consideration responsible to deduct 1% of the amount paid towards consideration as Tax Deducted at Source (TDS) under Section 194-iA of the Income Tax Act, 1961 and deposit the same to the credit of Central Government and shall issue TDS Certificate(s) favouring us in the prescribed Form 16B for the same within the statutory period. In the event of any error committed while deducting TDS or in E-filing, the same shall be rectified by you within a period of 30 days from the said error being brought to your notice. The

Credit for the TDS amount deposited by you will be given to you only upon receipt of the Original TDS for all the payments made by you, at the time of handing over possession of the said flat, you will be required to deposit with us such equivalent TDS amount as interest free deposits, which deposit shall be refunded by us on producing the relevant TDS Certificate within one month of the possession of said flat by you. In case you fail to produce the relevant TDS Certificate within the stipulated period of one month, we shall be entitled to appropriate the said deposit against the amount of TDS Certificate receivable from you.

16. In addition, any duties and/or charges that may be levied, now or hereafter, by the State Government or BEST Undertaking, any authority, body or regulatory agency, relating either to the said flat or towards any infrastructure or development or amenities relating to the project, by whatever name called, shall be billed to you separately at actual on pro rata basis and the same shall be borne by you.
17. We shall complete construction of the building as per the sanctioned plan and permissions obtained from the authorities from time to time. If the construction of the said building is delayed on account of occurrence of events of force majeure or any circumstance or events beyond our control, then we shall get such time to complete the construction which is lost due to such eventuality and you shall not be entitled to make any claim against us whatsoever. If you decide at any time during the period of force majeure to opt for cancellation including for delay in construction/completion, we shall refund to you the entire amount paid by you to us (other than tax payment) along with simple interest at the rate of 9% p.a. In such event of termination, the interest will be paid from the date of realization of payment made by you till the date of refund. It is further clarified that if you decide not to cancel, you shall not be

entitled to claim any interest/damages/compensation (whatsoever) for such delay in construction/completion of work.

18. For the purposes of preceding clause, the term Force Majeure shall mean and include:

- a. Non-availability of labour, steel, cement, other building materials, water or electric supply/connection or drainage/sewage connection;
- b. War, civil commotion or act of god;
- c. Any notice, order, rule, regulation, notification or directive of the Government and/or any local or public or private body or authority or any other competent authority or any court or tribunal or any quasi-judicial body or authority;
- d. Force majeure/ vis majeure circumstances or conditions or other cause beyond the control of or unforeseen by us or our agents;
- e. any strike or agitation by our works, employees or labour the contractors or sub contractors or suppliers, etc. and/or
- f. Any change in law, notifications and/or regulations levying any onerous conditions on us or which may require change in plans; and/or
- g. We are required to comply with conditions or additional conditions as may be required by any statute or government body or authority;
- h. Any stay on construction/development of the project/building granted by any court of law/tribunal/authority/ies or any stop work notice issued by the authorities (not due to any breach on part of the Developer); or

- i. If there is any delay in payment of the instalment and/or other amounts (including interest or delayed payment) payable under this letter or due to delay in grant of any No Objection Certificate/permission/license/connection for installation of any such as lifts, electricity/water connection and meters to the project/flat or on account of delay in issue of the commencement certificate/occupation certificate and/or any other certificate/permission/approval as may be required in respect of the said proposed new building, by the said local authority or any other concerned authority not due to any default on our part and/or for any reason beyond our control and/or as per the provisions of Section 8 of the MOFA and in any of the aforesaid events the Purchaser/s hereby irrevocably agrees to automatic extension of date of completion of the construction of the building. In such event you shall not be entitled to claim any compensation/interest/damages etc. whatsoever.
19. Commencing a week after notice in writing is given by us to you that the said flat is ready for fit outs, you shall be liable to take possession of the said Flat for fit out, subject to clearance of all the amounts including the sale consideration set out herein and further you shall be liable to bear and pay to us proportionate share (i.e. in proportion to the area of the said flat) of outgoings in respect of the said property. You shall also deposit Rs._____ (Rupees _____ only) (Fit out Deposit) towards the interest free deposit for carrying out interior work in the said flat and the same shall be refunded by us to you after deduction of cost for any damages caused by you or your contractors to the building or any part thereof while carrying out the interior fit out works in the said flat. The Fit out Deposit or the balance after deducting the damages will be refunded to you on completion of fit out works as per the terms and conditions of fit out hand over (conditions for fit outs shall be intimated by us at the time of handover for fit outs) and satisfactory inspection of the premises by us. In the event of we

deposit to the society with the direction that the same should be refunded to you subject to your compliance of the terms of the fit out work and further subject to the terms set out in the agreement for sale to be executed.

20. The detailed terms and conditions of allotment shall be incorporated in the formal Agreement for Sale which will be executed between us in due course of time which shall be subject to the provisions of the Maharashtra Ownership Flats Act, 1963 and the rules made thereunder and you have agreed to execute the same within 30 days from the date of securing Commencement Certificate in respect of _____ upper floors.
21. On completion of the project, we shall at our option form one or more condominium/company/ society or such other association of all the purchasers of the premise in the said building or of all the Purchasers of premises in the said project ("the said Association") and you have agreed to become a member of the said Association and for such purpose you will sign all papers as may from time to time be required by us. You have also agreed to sign any other writing or writings and all necessary forms and papers for the purpose of formation and registration of the said association. You will observe the rules and regulations that may from time to time be framed by us for the purpose of management of the said building/Project and the bye-laws, rules and regulations of the said Association and amendments and modifications thereto from time to time. It is agreed that on or before taking possession of the said flat by you, you shall keep deposited with us in advance various deposits/amounts including legal charges, share money, society formation charges, advance maintenance charges, application/entrance fee etc. in respect of the said Association.
22. We shall execute conveyance/lease deed/declaration under Apartment Ownership Flats Act in your favour in respect of the said flat/said property along with the buildings constructed

thereon in favour of the Society/Condominium/Limited Company to be formed by all the Purchasers of premises in the project.

23. You have agreed and consented that in the event of any additional FSI being available in future by way of residual FSI and/or TDR FSI or by whatever name called, then in that event we shall be entitled to put up additional construction on the said property and/or on the said building and you shall not object to the same for any reason whatsoever and howsoever even though you have taken possession of the said flat in the building.
24. It is understood that we are entitled to carry out amendments, variations and modifications in the plans and amenities disclosed to you without any manner causing prejudice to your allotment of the said flat and in respect of which you shall be deemed to have given your written consent and you shall not withdraw or cancel the said consent at any time hereafter in any manner whatsoever. Your only right is the ultimate allotment of the said flat as stated herein above and to take possession thereof. If we fail or neglect to give possession of the said flat to you on or before _____ subject to a further grace period of six (6) months and/or on such date as may be extended you shall have the option to terminate this Allotment/Agreement after giving 15 days' notice in writing, whereupon we shall be liable to refund the amounts received by us in respect of the said flat along with simple interest @ 9% per annum only without any compensation from the date of the receipt of the respective amounts.
25. It is agreed that upon the termination of this Allotment/Agreement by you in exercise of the option given herein above, the claim shall be restricted to refund of monies paid with simple interest @ 9% p.a. within the period of 3 (Three) months after the notice for cancellation given

by you and that you shall neither be entitled to claim nor claim for any loss, compensation and/or damages and/or for mental trauma or otherwise howsoever.

26. Please note that in respect of any amount remaining unpaid under this Allotment Letter or Agreement for Sale to be executed between us in pursuance thereof, we shall have the lien and first charge on the said flat. You have confirmed that irrespective of any disputes which may arise between us, you shall punctually pay all amounts, contributions, deposits and consideration amount payable hereunder and shall not withhold them for any reason whatsoever.
27. All letters, circulars, receipt and/or notices to be served on you as contemplated by this presents shall be deemed to have been duly served if sent to you by registered post A.D./reputed courier at your address last known to us which will be sufficient proof of receipt of the same by you and shall completely and effectively discharge us of our entire obligation. For this purpose you have given your complete address specified below:

[Kindly set out the address of the Purchaser]

28. We hereby call upon you to execute the Agreement for Sale within 30 days from the date of securing Commencement Certificate in respect of _____ upper floors.
29. Kindly return the duplicate hereof duly confirmed.

Yours truly

For GPRS Realty

(Authorised Signatory)

I/WE AGREE, ACEPT AND CONFIRM THE ABOVE TERMS AND CONDITIIONS

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