

LETTER OF ALLOTMENT

To,

Dear Sir,

Subject: Allotment of Flat No. _____ admeasuring _____sq. mtrs.of carpet area, on the _____ floor in the said Building known “**KK Grande**”, situated at Village Chembur, Taluka Kurla, in the registration District and Sub District of Mumbai City and Mumbai Suburban and bearing CTS Nos. 197, 197/1, 197/2, 197/3 and 197/4.

1. In pursuance of your application dated _____ and subject to you agreeing to the terms and conditions as set out therein, this is to confirm and record that we have agreed to allot to you, a flat bearing no. _____ admeasuring _____sq. mtrs. carpet area (hereinafter referred to as the “**said Flat**”), on the _____ floor in the building known “**KK Grande**”, situated at Village Chembur, Taluka Kurla, in the registration District and Sub District of Mumbai City and Mumbai Suburban and bearing CTS Nos. 197, 197/1, 197/2, 197/3 and 197/4 (hereinafter referred to as the “**said Project**”) for the aggregate consideration of Rs. _____/- (Rupees _____Only) (hereinafter referred to as the “**said Sale Price**”) including Rs. _____(Rupees _____Only) being the proportionate price of the common areas and facilities appurtenant to the said Flat payable by you to us. The said Sale Price shall be subject to Tax Deduction at Source (“TDS”) as may be required under prevailing law.
2. The said Sale Price is exclusive of all applicable Taxes, levies, cesses, Goods and Service Tax, Service Tax, Value Added Tax etc. or any other similar taxes, by whatever named called, which may be levied in connection with the construction of the said Flat and the said Project applicable upto the date of handing over the possession of the said Flat, which shall be paid by you from time to time as and when demanded by us.
3. You have paid an advance of Rs. _____/- (Rupees _____Only) to KK Realty and you have agreed to pay KK Realty the balance payment of Rs. _____/- (Rupees _____Only) in accordance with the payment plan as set out in the draft agreement for sale uploaded on the RERA website. In addition to the said Sale Price and all taxes and levies mentioned above you shall also be liable to pay us certain additional amounts towards deposits, legal charges, costs of formation of organization/ co-operative society, stamp duty, registration charges, development charges, provisional maintenance charges, 12 (twelve) months advance maintenance etc., as will be more specifically mentioned in the agreement for sale proposed to be

executed between us.

4. Please take note that the allotment of said Flat made hereunder is a provisional allotment and the same is subject to you performing all your obligations including executing and registering the Agreement for Sale, making timely payment of installments of the said Sale Price, etc.
5. You will be allotted _____ number of car parking space/s being constructed in the layout.
6. You agree and confirm that you have physically inspected the site whereupon the said Project is being constructed and you have also inspected all the documents of title and permissions and have satisfied yourself about our rights to develop the said Project and after the same you have requested us to grant you this letter of provisional allotment of the said Flat and therefore the provisional allotment of the said Flat is being made in your favor.
7. You agree that you shall execute and register the agreement for sale with respect to the said Flat in the format provided by us to you within 60 (sixty) days from the date hereof failing which we shall be entitled to cancel the allotment made herein and forfeit the advance paid by you in respect of the said Flat.
8. It is specifically agreed by and between us that the timely payment of the said Sale Price by you to us in accordance with the payment plan as set out in the agreement for sale shall be the essence of contract. In the event you commit default in payment on the due date of any amount due and payable by you to us (including your proportionate share of taxes, cesses etc. levied by concerned local authority and other outgoings) for more than 15 (fifteen) days, then, we shall be entitled at our sole discretion to terminate the Allotment of the said Flat, provided that, we may give notice of 15 (fifteen) days in writing to you by Registered Post AD at the abovementioned address of our intention to terminate this contract and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate this contract. If you fail to rectify the breach or breaches mentioned by us within the period of notice then at the end of such notice period, we shall be entitled to terminate this contract/ allotment of the said Flat. Provided further that upon termination of this contract as aforesaid, we shall forfeit 10% of the said Sale Price without any reference or recourse to you towards liquidated damages which you agree, confirm and acknowledge to constitute a reasonable, genuine and agreed pre-estimate of damages that will be caused to us. After deduction of 10% of the said Sale Price as mentioned hereinabove, we shall refund balance money, if any, to you without interest (subject to adjustment and recovery of the liquidated damages or any other amount which may be payable to us) within a period of 30 (thirty) days of the termination towards full and final settlement. Further, on termination of this contract, you shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against us or against the said Flat or under this contract. Further, upon termination we shall be entitled to deal with or dispose off the said Flat in the manner as we may deem fit without

any reference or recourse to you.

9. The terms and conditions referred to herein and the terms and conditions set out in the draft agreement for sale uploaded on the RERA website shall form integral part of this Allotment and shall bind you, your legal heirs and successors, draft whereof has been perused and understood by you.
10. This allotment letter shall be valid for a period of 60 (sixty) days as referred to in clause 7 above or execution and registration of the agreement for sale in respect of the said Flat, whichever is earlier, subject to extension, if any, granted in writing by us.

Dated this _____ day _____ of 2018

Thanking you,
Yours faithfully,

I/We agree and confirm the aforesaid
terms of allotment

Payal Kulchandani

For KK REALTY

Authorised Signatory

(Signature of Flat Purchaser)