

Annexure XX

PROFORMA OF ALLOTMENT LETTER

ALLOTMENT LETTER

Date:28/07/17

No.

To,

_____, Mumbai - _____.

Sub : Allotment of Flat No. ____ on ____ floor, situated in the building known as "Sonali" being constructed on land bearing Plot No.3 corresponding to C.T.S. No. 501 C of City Survey Village Ghatkopar - Kiroli, admeasuring 672.80 sq. mtrs. as per Property Register Card situated at Ghatkopar (West), (hereinafter referred to as 'the said property').

Dear Sir/Madam,

1. We are the Developers of land Plot No.3 corresponding to C.T.S. No. 501 C of City Survey Village Ghatkopar - Kiroli, admeasuring 672.80 sq. mtrs. as per Property Register Card situated at Ghatkopar (West), Mumbai Suburban District hereinafter referred to as said Property.

2. We intend to develop a building on the said Property.

3. We have obtained the sanctioned plans from time to time in respect of the said property from the M.C.G.M. and the said Corporation has granted I.O.D. bearing No. CHE/ES/1844/N/337(NEW) dated 05/APR/2016.

4. As per the plans by the Corporation vide GR+7 and 8th part dated 04/apr/2017, we are entitled to construct a Building comprising of GR + 7th & 8TH part Upper Floors, however, as per provisions of the D. C. Regulations, the we have utilized TDR and intend to acquire either additional TDR in the form of F.S.I. &/or additional F.S.I. by paying premium to the Corporation/Competent Authority and consume and utilize the same on the said Property as and when available.

5. Our Real Estate Project namely paradise realtors for building namely "Sonali" is registered under the provisions of The Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at No. _____.

6. The subject matter of this letter is in respect of building 'Sonali' being constructed by us on the said property (hereinafter referred to as 'the said Building').

7. We hereby put on record that we hereby agree to sell to you on ownership basis Premises bearing No. 501/C on the GR+7th & 8Th Part floor of Building known as Sonali (hereinafter referred to as 'the said Building') having carpet area admeasuring__sq. ft. equivalent to _____ sq. meters (hereinafter referred to as "the said Premises") as shown in the Floor plan thereof hereto annexed and marked Annexure _____ for the consideration of Rs. _____ including Rs _____ being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and

facilities which are more particularly described in the First Schedule annexed herewith.

8. You have paid to us a sum of Rs._____/ - (Rupees _____Only) being ____% on or before execution of this Agreement as advance payment or application fee and you shall pay to us the balance amount of Rs._____/ - (Rupees _____Only) in the following manner:-

- i. Amount of Rs._____/ - (Rupees _____Only) being ____% to be paid after the execution of Agreement to us.
- ii. Amount of Rs._____/ - (_____) being ____% to be paid to us on completion of the Plinth of the building or wing in which the said Apartment is located.
- iii. Amount of Rs._____/ - (_____) being ____% to be paid to us on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.
- iv. Amount of Rs._____/ - (_____) being ____% to be paid to us on completion of the walls, internal plaster, floorings doors and windows of the said Premises.
- v. Amount of Rs._____/ - (_____) being ____% to be paid to us on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.

- vi. Amount of Rs...../-(.....) being ____% to be paid to us on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located.
- vii. Amount of Rs...../-(.....) being ____% to be paid to us on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- viii. Balance Amount of Rs...../-(.....) being ____% against and at the time of handing over of the possession of the Apartment to you on or after receipt of occupancy certificate or completion certificate.

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

- 9. You shall not have any right or authority to assign or transfer the right under this letter, to any other person without our consent in writing.

10. This letter does not give any right either in respect the said premises and this is restricted only to an acknowledgement of your advance money for your proposal to purchase the said Premises.

11. Maintenance charges, electric meter, society charges and other amounts referred in the payment statement annexed hereto as Annexure "A" will be extra and payable at the time of handing over possession of the said premises to you. All taxes as may be applicable and levied on the present transaction including Goods and Services Tax (GST), TDS or any other taxes in respect of the said premises shall also be borne and paid by you.

12. Legal Compliances

12.1 You shall be liable to execute the agreement for sale with us. You shall also bear and pay appropriate stamp duty, registration charges, GST and other cess as may be applicable.

12.2 You should utilize the Apartment for the purpose for which it is allotted.

12.3 You should submit copies of a PAN, AADHAR Residence Proof and/or Certificate of Incorporation /MOA/AOA as the case may be along with payments stipulated at Point (1 or 2) above.

12.4 The allotment will be confirmed in your favour through a Registration of the Agreement for Sale in your favour only after fulfillment of the terms and conditions set-forth herein.

12.5 You must obtain possession of the Apartment allotted within_____days from the date of payment of the cost in full within the time as mentioned above and after executing Sale Agreement in the prescribed format, whichever is later. Possession will be delivered to you only after execution of sale agreement.

13. General terms and conditions

13.1 All payments against this allotment shall be made by way of a crossed demand draft drawn in favour of_____.

13.2 If payment as stipulated in Point (2) above is not made then this allotment letter shall stand cancelled and the EMD paid shall remain forfeited.

13.3 Please note that M/S. PARADISE REALTORS reserves rights to forfeits all amounts paid by the allotter, if any of the terms and conditions stipulated in the provisional and/or final allotment letter are not complied with by you.

13.4 Registration of the sale deed will be done in your favour only after__

13.5 Society Maintenance Charges will be charged @ Rs____/- per sq.ft. per month for 24 months payable at the time of possession. Infrastructure Maintenance Deposit will be charged @ Rs. /- per sq.ft. payable at the time of possession.

13.6 Electricity/Water charges, Legal Charges, and Society Deposits etc. shall be charged along with taxes if any & these are to be paid as and when called for.

13.7 This letter is passed confirming the above arrangement. The detailed terms and conditions of sale as discussed as per the draft prepared by our Advocate was shown to you has been approved by you and agreed upon between us and the same will be set out in an Agreement for Sale, which you shall execute immediately being called upon to do so. We have also shown the sanctioned layout plan alongwith all approvals, permission, orders in respect of the said building and project to you and you have satisfied about the same. The above price is subject to escalation in cost of building materials. Stamp Duty, Registration Charges, GST, Cess, etc., if levied, shall be borne by you.

13.8 We confirm that we have not agreed to sell the said premises to anybody else nor created any encumbrance on the said premises and the title thereof is clear and marketable.

13.9 This Allotment shall be subject to Mumbai Jurisdiction Only.

Yours faithfully

For M/S. PARADISE REALTORS