

ALLOTMENT LETTER

Date :

Mr./Mrs./Ms./M/s.

[Address / Contact details]

Sub: Allotment Letter in respect of Office No. 701 admeasuring about 435 sq. ft. of carpet area , being Ground plus Nineteen upper floor/s in the project known as "Innovative Infopark" constructed on
all that pieces and parcel of land situate, lying & being at Village Majas, Taluka Andheri within K/E ward of Brihan Mumbai Mahanagarpalika, Within the Registration District and sub district of Mumbai City and Mumbai suburban land bearing C.T.S. Nos.88, 88/1 to 88/13, Hissa No.3 (part), Survey Nos. 64 (part) & 65.

Sir / Madam,

1. At your specific request, we are pleased to tentatively allot you Commerical **Office No.701** admeasuring about **435 sq. ft.** of carpet area, **being Ground plus Nineteen upper floor/s** in the **project** known as "**Innovative Infopark**" carpet area as per M.C.G.M. and 435 sq. ft. carpet area as per R.E.R.A. including Fungible F.S.I., being constructed on the captioned property. The documents pertaining to the title of the said Office and property are already inspected by you and we have received the I.O.A. / I.O.D. dated 20.04.2013 and Commencement Certificate dated 26.08.2013 bearing No. CHE/WS/0335/K/337 as also the duly approved and sanctioned Building plans and permissions and you are duly satisfied with the same and shall not raise any requisition, objection, claim or demand in that respect of any nature whatsoever.
2. On demand, we have given you the inspection of all title documents relating to the Office and Property, permissions given by concerned authorities and the plans, designs and specifications prepared by the Architect and the Structural Engineer and all other relevant documents specified under the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder.
3. We **Khushi Developer partnership firm** incorporated under the provision of partnership act 1932 , as a owner/developer of said property **Innovative Infopark** having its office at 204 Vardhman Apartment , 60 Hanuman Road, Vile parle (East), Mumbai – 400057, represented by its duly authorised signatory Shri. Nemichand Kewalchand Shah.

4. We are agreeable to sell, transfer, convey and assign to you on ownership basis the said Office totally admeasuring **435** sq. ft. (carpet area) bearing No.**701** being Ground plus **Nineteen** upper Floor/s in the said project, subject to the terms and conditions contained herein and to be specifically and elaborately set out in the Agreement / Deed to be executed and registered by and between us, hereinafter. We shall be entitled to vary and modify the plans in respect of the said project / Office / layout scheme and/or amenities to be provided as may be required by the concerned authority, for which you undertake and shall give us your consent as required by the provisions of R.E.R.A.. We are also agreeable to grant you permission / rights to park your vehicle/s in the car parking area, ear marked in open spaces / Garage of the said Office, within its boundaries.

5. As per the request of the allottee, the said Office bearing No.**701** shall be handed over to you in Bare Shell condition **/ basic open plot duly bounded on all sides without any constructions thereon. (to be ascertained)** The Developers shall provide bare shell Office with R.C.C., external block work and main door only. The Developers shall provide electrical cable / connection till the distribution board location inside the said premises. The Developers shall provide water supply and sewage, connection at a single point in the plumbing / toilet shaft outside the Office. For the sake of clarity it is agreed by and between the parties that Developers shall provide the following items/fittings :

- i. All windows
- ii. All Internal doors
- iii. All Bathroom & Kitchen fittings
- iv. All Tiles, Granite, Counters
- v. All Electrical Fittings
- vi. All Internal Gypsum / Painting
- vii. All Internal block work

6. You are aware that you are required to deduct tax at source (TDS) in accordance with the applicable rates as per the Income Tax Act, 1961. You shall pay the tax deducted to the competent authority / government and deliver the relevant T.D.S. certificate, challans, receipts and other relevant documents relating to each payment, to me as per the provisions of the Income-tax Act, 1961 and the rules made thereunder. Any delay in making the payment and/or taxes as aforesaid, you shall be liable to pay the interest and/or any penalty levied by the concerned authority/ies in respect thereof.

7. I shall confirm the final carpet area that has been allotted to you after the construction of the entire Office is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent thereto due to planning constraints. The total price payable for the carpet area shall be re-calculated upon confirmation by me. If there is any reduction in the carpet area within the defined limit then I shall refund the excess money paid by you within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by you. If there is any increase in the carpet area allotted to you, you shall pay additional amount to me at the same rate per square meter and prior to taking possession of the said Office.
8. **You shall execute and register Agreement for Sale / Deed of Conveyance / Deed of Assignment / Deed of Sale / Transfer within 30 days from the date of payment of 10 % of the total consideration amount and shall pay applicable stamp duty, registration charges and other applicable statutory taxes and levies thereon. If you fail to execute and register Agreement for Sale as aforesaid, then I shall be entitled to cancel this allotment.**
9. **You have further confirmed to me that an intimation forwarded by me to you that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed.**
10. **The detailed terms of the sale / transfer of the said Office shall be incorporated in the Agreement / Deed ("Agreement / Deed"). The Agreement / Deed shall include the entire understanding as regards the sale of the Office to you and shall be governed by the provisions of Real Estate (Regulation and Development) Act, 2016 and rules made thereunder. Provisions of this allotment letter shall be deemed to be incorporated into the Agreement / Deed. However, in case of**

any conflict between the provisions of the Agreement / Deed and this letter of allotment, the provisions of the Agreement / Deed shall prevail.

11. This letter is issued to record the understanding between parties and to reserve the allotment of the said Office to you, in accordance with the terms and conditions of this letter. However, it is hereby clarified that this letter of allotment does not create or vest any title in the said Office or any common areas in you. It is understood that you are paying the consideration amount from your own legitimate resources.

12. In addition to the consideration and other amounts as mentioned herein, you shall also be liable to pay the following amounts as and when demanded by me without raising any objection / query or otherwise :

a. All taxes, levies, cesses, duties (whether applicable / payable now or become applicable / payable in future) including but not limited to Value Added Tax (VAT), Service tax, Goods and Service Tax (GST) or any other direct / indirect taxes / levies that may be imposed as applicable;

b. All cost, charges, expenses, including but not limited to stamp duty, registration charges and or incidental charges in connection with the documents to be executed for sale, transfer, assignment and conveyance of the said Office including on the booking form, this letter and the said Agreement / Deed.

13. You shall not be entitled to assign the benefit of this letter or purport to sell / transfer the said Office until the entire sale consideration is paid by you, and only after obtaining my prior written consent.

19. On completion of the said project, the aforesaid property along with the said Office / entire layout shall be conveyed to the society / association / condominium or a limited company as the case may be, formed of the

premises purchasers in the said entire lay out. I will ensure your enrollment as member of the co-operative society/ association/ condominium or a limited company as the case may be to be formed of all the premises holders in the said entire layout.

20. All letters, circulars, receipt and / or notices to be served on you as contemplated by this present shall be deemed to have been duly served if sent to you by registered post A.D. / Under Certificate Of Posting at your address known to me which will be sufficient proof of receipt of the same by you and shall completely and effectively discharged of my entire obligation.

21. It is expressly hereby agreed by you that in the event of any of the terms and conditions mentioned in this Letter of Allotment issued to you may vary / differ with that of the terms and conditions mentioned in the Regular Printed Agreement For Sale / Deed to be issued to you for the said premises or vice versa, you shall not raise any claims / objections for the same and that this Letter shall be deemed to have been modified.

23. All the terms and conditions mentioned herein shall be binding on you and you confirm that this allotment is the basis of commercial understanding between us. This Allotment shall be subject to Mumbai Jurisdiction Only.

Kindly confirm the above by signing the duplicate hereof signifying acceptance of the above terms and conditions.

Yours truly

M / s. Khushi Developer

We Confirm

ALLOTTEE / S