

Annexure XX

PROFORMA OF ALLOTMENT LETTER

ALLOTMENT LETTER

Date:

TO

\_\_\_\_\_  
\_\_\_\_\_

Sub: Allotment of apartment No. \_\_\_\_ on \_\_\_\_\_ floor \_\_\_\_ wing, situated in the building “**SIMRAN GALAXY**” which is constructing on land bearing Block No. C-620, Room No. 1239, C.T.S. No. 23894, Ulhasnagar-421004 Dist. Thane admeasuring about 284.76 Sq. Meters (hereinafter referred to as ‘the said property’).

Dear Sir, Madam,

1. We are the owners of land bearing Block No. C-620, Room No. 1239, C.T.S. No. 23894, Ulhasnagar-421004 Dist. Thane admeasuring about 284.76 Sq. Meters and we have acquired the ownership rights for and in respect of the land of the said property.
2. We intend to develop building namely **SIMRAN GALAXY** on the said property, as our real estate project for buildings namely **SIMRAN GALAXY** on the said land.
3. We have obtained the sanctioned plans from time to time in respect of the said property from the Assistant Director of Town Planning, Ulhasnagar and the said authority has granted amended plans in respect for Building vide UMC/TPD/BP/49/15/711, dated 1.2.2016.
4. As per the plan sanctioned by the A.D.T.P U.NAGAR vide UMC/TPD/BP/49/15/711, dated 1.2.2016. we are entitled to construct Buildings viz. Building No 1 comprising of Stilt + 6 Upper Floors;
5. Our Real Estate Project namely **SIMRAN GALAXY** 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 SIMRAN galaxy to be/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 Apartment bearing No. .... on the \_\_floor\_\_ of Wing.\_\_(hereinafter referred to as the said Building') of ....., having carpet area admeasuring \_\_\_\_\_ sq.ft. equivalent to ..... sq. metres (hereinafter referred to as "the said Apartment") as shown in the Floor plan thereof hereto annexed and marked Annexure P 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 Fourth Schedule annexed herewith
8. You have paid to us a sum of Rs \_\_\_\_\_ (Rupees\_only)(not exceeding 10% of the total consideration) as advance payment or application fee and you shall pay to us the balance amount of Rs ..... (Rupees ..... ) in the following manner :-
- i. Amount of Rs...../-(.....) (not exceeding 30% of the total consideration) to be paid to us after the execution of Agreement
  - ii. Amount of Rs...../-(.....) (not exceeding 45% of the total consideration) 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...../-(.....) (not exceeding 70% of the total consideration) 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...../-(.....) (not exceeding 75% of the total consideration) to be paid to us on completion of the walls, internal plaster, floorings doors and windows of the said Apartment.
  - v. Amount of Rs...../-(.....) (not exceeding 80% of the total consideration) 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...../-(.....) ( not exceeding 85% of the total consideration) 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...../-(.....) (not exceeding 95% of the total consideration) 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...../-(.....) 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 VAT, Service Tax, LBT, 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, VAT, LBT 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, 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 favor through a Registration of the Agreement for Sale in your favor 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:-
  - i. All payments against this allotment shall be made by way of a crossed demand draft drawn in favour of .
  - ii. 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.
  - iii. Please note that JAY GURUDEV BUILDERS, 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.
  - iv. Registration of the sale deed will be done in your favour only after
  - v. Electricity/Water charges, Legal Charges, Club Maintenance Charges and Society Deposits etc. shall be charged along with taxes if any & these are to be paid as and when called for.

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, VAT, LBT, Service charges, Cess, etc., if levied, shall be borne by you.

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.

This Allotment shall be subject to Thane Jurisdiction Only.

Yours faithfully

For JAY GURUDEV BUILDERS

*(Authorised Signatory)*