

**DRAFT WITHOUT PREJUDICE**

**All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of RERA Act and the rules and regulations made thereunder ("Act") and the exercise of such rights and obligations shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this said applications form / allotment letter / sale agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.**

**ALLOTMENT LETTER**

Dated:

To,

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

Dear Sir/Madam,

**Re: Allotment of flat no. [●] on the [●] floor, in the building named/No. as [●], Wing [●] ("Flat"), in the project "Godrej Prime", ("Project").**

We refer to your Application Form recorded on \_\_\_\_\_ ("Application Form") and are pleased to inform you that we have allotted you the Flat subject to the following terms and conditions:

- (i) All definitions, terms & conditions set out in your Application Form, including payment schedule and all Annexures annexed to it shall be deemed to have been reproduced hereunder and binding on you.
- (ii) The Sale Consideration payable for the Apartment/Flat is Rs.\_\_\_\_\_-/- (Rupees \_\_\_\_\_ only) as set out in the Application Form.

- (iii) We acknowledge the receipt of the 10% being part of Earnest Money. The balance amount of the Sale Consideration shall be paid by you in accordance with the payment schedule as annexed to the Application Form, time being the essence of this transaction.
- (iv) Please note that this allotment of the Flat is subject to you executing/signing and submitting to us the duplicate copy of the duly signed Allotment Letter within \_\_\_\_ days of the date hereof. If we do not receive the duly signed Allotment Letter from you within the timelines mentioned herein, then it shall be deemed that you have accepted the allotment of the Flat on the terms and conditions as specified in this Allotment Letter.
- (v) Please note that this allotment is further subject to you paying the requisite stamp duty and registration charges and registering the Agreement for Sale within [\_\_\_\_] (\_\_\_\_\_) days from the date hereof, failing which, we are entitled to charge Interest as mutually agreed under the terms of the Application Form. Without prejudice to our right to charge Interest, in the event you fail to come forward for registration of the Agreement for Sale within the timelines stipulated above, we at our sole discretion reserve our right to cancel this Allotment Letter / Application Form and forfeit the amounts as per the terms mentioned in the Application Form.
- (vi) Please further note that the Agreement for Sale contains detailed terms and conditions of the sale of the Flat in your favor. A draft of Agreement for Sale has been uploaded on \_\_\_\_\_ for your reference. Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement for Sale shall prevail.

Thanking you,

Yours sincerely,

For **Godrej Redevelopers (Mumbai) Private Ltd.**

**Authorized signatory**