

ALLOTMENT LETTER

To,

[Name]

[Address of the Allottee]

Sub: Reservation of allotment for Flat No. _____ on _____ floor in 'GHANSHYAM ENCLAVE' at Survey No. 33, Hissa No.16, C.T.S No. 856 of Village Kandivali, Taluka Borivali in Mumbai Suburban District ("said Flat").

Dear Sir/ Madam,

1. We thank you for your keen interest to purchase Flat No. _____ on the _____ floor admeasuring approximately _____ sq. ft. carpet area, along with _____ covered car parking in the proposed building/ tower _____ in the project known as "Ghanshyam Enclave".
2. Pursuant to your request, we hereby inform you that we are agreeable to reserve the said Flat for you, subject to you making timely payment as per the Payment Schedule mentioned in Clause 5 hereinbelow and subject to the plans as sanctioned by Municipal Corporation of Greater Mumbai (MCGM) and subject to the terms and conditions mentioned herein. In the event of any changes as per the Government rules and regulations, the revisions and the impact thereof on the said property shall be communicated to you.
3. The sale consideration of the said Flat is Rs. _____/- (Rupees _____ only). In addition to the sale consideration you shall also be required to pay service tax, VAT, cess and other taxes as applicable from time to time. We confirm having received a sum of Rs. _____/- as a token of your intent to reserve the allotment and Rs. _____/- towards Service Tax. The

balance payment of Rs. _____/- shall be paid by you as per the payment schedule mentioned in clause 5 hereinbelow and the applicable taxes.

4. You have made the following representations and warranties and on the basis of the same we are agreeable to reserve the said Flat:
- a. You are not prohibited from acquiring the said Flat under any law or otherwise;
 - b. You have not been declared and/or adjudged to be an insolvent, bankrupt, etc. and/or ordered to be wound up, as the case may be;
 - c. No receiver and/ or liquidator and/ or official assignee or any person is appointed in your case or for all or any of your assets and/ or properties;
 - d. None of your assets/ properties are attached and/ or no notice of attachment has been received under any law, regulation, statute, etc.;
 - e. You have not received any notice from either the State or the central Government of India and/ or from abroad for your involvement in any money laundering or any illegal activity and/ or declaring you to be a proclaimed offender and/ or no warrant is/ has been issued against you;
 - f. No execution or other similar process is issued and/ or levied against you and/ or against any of your assets and properties;
 - g. You are not convicted of any offence involving moral turpitude and/ or sentenced to imprisonment for any offence for a period of not less than six months;
 - h. You are aware that the carpet area of the said Flat mentioned herein is approximate and measured on a bare shell basis, which area is also indicated in the approved plan and the actual carpet area of the said Flat upon completion of construction may vary up to 3% (approx.);
 - i. You have inspected all documents and details pertaining to the real estate project to your satisfaction including but not limited to the title documents in respect of the project land, sanction plans, layout plans, building permissions, etc.;

We have allotted the said Flat to you in reliance of the accuracy of the above representations and warranties which we consider and you agree and consent to be an important and integral part of this transaction.

5. Payment Schedule is as below:

Sr. No.	Event	Payment in % of Total Consideration
i)	Earnest Money / Booking Money	____%
ii)	On completion of piling & Plinth :	____%
iii)	On casting of each slab (Total 15 Slab)	____%
iv)	On completion of brick wall	____%
v)	On completion of external plaster	____%
vi)	On possession	____%
	Total	100%

6. In case you propose to commence furnishing of the said Flat prior to possession being offered to you, then we may grant you such permission subject to your payment of entire sale price, interest (if any), taxes, deposits and other outstanding dues for the said Flat.

7. It has been agreed that the timely payment of all amounts demanded by us from time to time towards the progress of the project is of prime essence, you have confirmed to us that an intimation forwarded by us to you that a particular stage of construction is commenced shall be sufficient proof to that effect. However, it is agreed by you that failure to receive notice from us requiring such payment

shall not be a plea or excuse for non-payment of any amount on their respective due dates. It is also being agreed that in case of any cheque getting bounced during the payment of any installment/s, we shall be *inter-alia* entitled to forthwith cancel the reservation of the Flat in your favour and all amounts paid by you shall stand forfeited. We shall be further entitled to pursue any legal remedy.

8. Any notice with respect to this allotment letter shall be validly served upon you if sent by any one of the following mediums:

By email to:

By post to:

All communications addressed to me/ us at the given addresses shall be deemed to be received by me/ us whether the same is acknowledged or not. i/ we undertake that any change in address will have to be notified in writing to the Promoter at its registered office and acknowledgement obtained for such change.

9. In addition to the above, you shall pay the charges/ deposits as and when demanded towards: -

Fitness Center Charges, legal charges, share money application fee, entrance fee, formation and registration of Society/ Condominium, society maintenance, proportionate share of property taxes for building under construction, debris charges, infrastructures development charge and any other charges that are applicable which will be over and above the sale consideration of the said Flat.

10. It is expressly agreed, consented and accepted by you that you will not have any right, title, interest, claim, etc. on the said Flat and you will not be entitled to occupy and we shall not be liable to hand over occupation/ possession of the said Flats unless you pay the entire sale consideration, along with interest (if any), taxes, deposits and other outstanding dues for the said Flat.

11. It is further expressly agreed, consented and accepted by you that we shall be at liberty to sell, assign, transfer, mortgage or otherwise deal with our right, title and interest in the said Property and/ or the building/s being constructed/ to be constructed thereon.
12. You have agreed and consented that you will not be entitled to transfer, assign, license, mortgage, charge, lien, encumber or create any right under this letter, without prior written consent.
13. This reservation of allotment is subject to the terms and conditions set out in the sale agreement which shall be executed and registered within 30 days of being called upon to do so. The said Agreement shall be executed and registered under the provisions of the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, management and Transfer) Act, 1963 and/ or Real Estate (Regulation and Development) Act, 2016 or any other law as may be applicable at the relevant time.
14. We reserve the sole right to make any addition, modification, changes, alteration and reduction, etc. in the said flat as per the direction of the MCGM and/or any other such authority from time to time or as required by various rules and regulations which shall be informed to you.
15. Notwithstanding anything contained under this letter you have expressly agreed, accepted and confirmed to pay/ reimburse to us immediately as and when demanded by us and/or to the appropriate authorities all the present/future/revised/new property/Municipal Tax, Service Tax, Education Cess, M-VAT, W.C.T Tax and/or any other levies, taxes, cess, surcharge, dues, duties, including 1% TDS, etc. which may be called or demanded under name or terminology or may become payable due to any change/ amendment in the existing laws, policies, rules or due to implementation/ enactment of any new

laws/rules by the Local Bodies, State Government, Central Government or by any other Competent Authorities. You shall pay such amount in additions to any amount mentioned under the agreement/ letter or otherwise.

16. It is further agreed that in case of delay/ default in making payment of the service tax amount demanded/ payable, we shall be entitled to, without prejudice to any other rights or remedies available with us, adjust the unpaid service tax amount along with interest payable thereon from the due date till the date of adjustment against any subsequent amounts received from you.
17. It is agreed that you shall make payments due to us immediately as per the terms of the demand letters. If the due payments are not made as per the terms mentioned in the demand letters, you shall be required to pay the demanded amount **with interest at the State Bank of India's Highest Marginal Cost of Lending Rate plus 2% per annum or such other rate as may be prescribed under the applicable laws, until realization of the cheques/ payment.** In the event you fail to make payment, this reservation/ shall automatically stand cancelled, rescinded/revoked without any further notice and amount paid by you till then shall stand forfeited as and by way of liquidated damages for cost and opportunity cost and we will be at liberty to sell or dispose the said Flat to any third party without any reference from you. The above remedy shall be without prejudice to any other right or remedy available to us against you.
18. We shall have full right and absolute authority and shall be entitled to, at any time hereafter to change, alter and amend the layout, plans, designs, elevation, etc. of '**Ghanshyam Enclave**' and you agree to grant your consent thereto. You shall not withhold your consent for any such change, alteration, amendment to the layout plans, designs, elevation, etc. so long as we have made available the layout plans, designs and elevations, etc. to you either at our office or on the website of the Authority. Further, we shall not be required to obtain your consent in the following events:

- a. any minor additions or alterations;
 - b. any addition or alterations to any club house, common areas, amenities, etc.;
 - c. any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government
19. It is mutually agreed that the consideration with respect to the said Flat is based on the consent provided by you in this letter including Clause 17 hereinabove and all further consents that you will be required to provide under the Agreement for Sale. In the event you choose to withdraw your consent for any change, alteration, amendment, modification to the layout plans, designs, elevations, etc., the amount of consideration shall include any direct and/or indirect losses, damages, expenses suffered by us in this regard.
20. It is mutually agreed that upon termination/ cancellation of the reservation of allotment of the said premises, the entire amount paid by you shall be forfeited by us and you shall have no right/ claim against the said Flat / Project or the Promoter.
21. You agree that in case you are an NRI or non-resident/foreign national of Indian origin/foreign national/foreign company or non-resident, then in that event, you shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, Reserve Bank of India Act and rules/guidelines made/issued there under and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in India.
22. All the terms and conditions mentioned herein and in the sale Agreement shall be binding on you and you confirm that this allotment is the basis of commercial understanding between us.

23. In case of any inconsistency between the provisions of any other prior writings, arrangements or the booking form and this Letter of Allotment, the provisions as contained in this Letter of Allotment shall prevail.
24. This Letter of Allotment is subject to the terms and conditions of the sale agreement.

Please sign this letter as a token of your express consent and acceptance of all terms and conditions as stated herein above.

Thank you and assuring you of our best services at all times.

Yours Faithfully,

For M/s Ghanshyam Properties

Authorised Signatory

I / We hereby have read, understood and agreed and consented to all the above terms and conditions and accept the same.

1. MR. _____

2. MR. _____