

[ON THE LETTERHEAD OF NEWLOOK CONSTRUCTION PVT LTD]

LETTER OF ALLOTMENT

Date: _____, 20__.

To,

_____,
_____,
_____,
_____.

Dear Sir / Madam,

Re: Flat bearing No.____ admeasuring _____ square feet (carpet area) on ____ Floor, in the building consisting of Basement / Ground / Stilt + 40 upper floors being constructed / proposed to be constructed on land admeasuring about 4201.27 sq. metres as per revised parameters of DCPR, 2034, bearing Cadastral Survey No. 89(Pt) in Mumbai City District and situated at J. K. Bhasin Marg, Punjabi Colony, G. T. B. Nagar, Mumbai 400 037.

1. We are constructing a building on ALL THAT piece and parcel of land admeasuring about **4201.27 sq. metres** as per revised parameters of DCPR, 2034, bearing Cadastral Survey No. 89(Pt) in Mumbai City District and situated at J. K. Bhasin Marg, Punjabi Colony, G. T. B. Nagar, Mumbai 400 037 ("**Property**") comprising of Basement / Ground / Stilt + 40 upper floors known as "**Bhavya Elite**" ("**Building**"). The development and construction of the Building is hereinafter referred to as the "**Project**".
2. The said Project is registered with the Real Estate Regulatory Authority (hereinafter referred to as "**Authority**") under Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the Maharashtra Real Estate (Regulation and Development) Rules, 2017 ("**RERA Rules**") under project registration number _____. The above details are available for inspection on the website of the Authority at <https://maharera.mahaonline.gov.in>.
3. The said Property was encroached upon by slum dwellers. Vide a Development Agreement dated 24th February, 2011 and Power of Attorney dated _____ executed by and between the said Satguru Society therein called the Society of the First Part and us, therein called the Promoter of the Second Part, the Satguru Society appointed us as the developer for the redevelopment of the said Property on the terms and conditions as more particularly stated therein.
4. There were about 187 occupiers / slum dwellers occupying the said Property in the said structures which now demolished, all of whom have agreed to receive the permanent alternative accommodation in lieu of surrendering their rights in the premises occupied by them. The said Project is being constructed under the Maharashtra Slum Area (Improvement, Clearance and Redevelopment) Act, 1971 ("**SRA Act**") and obtained various approvals from the Slum Redevelopment Authority (hereinafter referred to as "**SRA**") and under the Regulation 33(10) of the Development Control Regulations for Greater Mumbai, 1991 / Development Control and Promotion Regulations-2034 ("**DC Regulations**") read with Appendix IV and also under the SRA Act;
5. The following approvals, permissions and sanctions have been granted in respect of the development of the said Property:

- (iv) Vide a letter dated _____ bearing No. _____ of the MCGM (Mumbai Fire Brigade) Department, has issued their NOC for the said Building on the terms and conditions as more specifically mentioned in their letter dated _____.
- (v) Vide a letter dated _____ bearing No. _____ the State Level Environment Impact Assessment Authority, the Environment Department has issued the Environmental Clearance on the terms and conditions as more specifically mentioned in their letter dated _____.
6. You being desirous of acquiring a flat admeasuring _____square feet (carpet area), bearing No. ____ on ____ Floor of the Building being constructed / proposed to be constructed on the said Property together with ____ car parking space ("**said Flat**") approached and requested us to reserve the said Flat for allotment of the same to you.
7. As desired by you and pursuant to your request and relying on your representations and covenants, we hereby inform you that we are agreeable to reserve the said Flat for allotment of the same to you, subject to amendments to the plans for construction of the Building and layout, being sanctioned, and subject to all approvals for construction of the Building being issued by SRA, MCGM and all other concerned authorities, and subject to the terms and conditions contained herein and also subject to your complying with and performing all other terms, conditions, covenants contained herein.
8. The price of the said Flat shall be Rs._____/ - (Rupees _____ Only), plus applicable taxes including service tax, VAT, GST, etc. ("**Sale Price**") and you shall pay to us the Sale Price in the manner as provided in **Annexure A** hereto;
9. In addition to the said Sale Price of Rs._____/ - (Rupees _____ Only), you shall pay to us the following amounts on the date on which possession of the said Flat is offered. We shall not be liable, responsible and / or required to render any account in respect of the amounts mentioned herein below:

Sr. No.	Description	Amount (Rs.)
1	Non –refundable legal charges and expenses	
2	Non-refundable for share money, application, entrance fee of the society	
3	Non-refundable deposit towards installation of cable, electric meter, MGL Line (without meter), water meter.	
4	Being 1 year Non-refundable charges towards proportionate share of maintenance @ Rs ____ on carpet	
5	Non-refundable towards development fund of the society	
6	Non-refundable Infrastructure & Development Charges	
	Total	

3	Maintenance Charges Deposit (at Rs. ___ per square feet of carpet area for period of ___ months)	
4	Mahanagar Gas connection (subject to availability)	

11. You have to deduct the applicable Tax Deduction at Source (“**TDS**”) at the time of making of actual payment or credit of such sum to our account, whichever is earlier as per section 194IA in the Income Tax Act, 1961. You shall submit the original TDS certificate in the prescribed timelines mentioned in the Income Tax Act, 1961.
12. If case any cheque of the Applicant(s) are dishonored for any reason whatsoever, we shall be fully entitled to cancel this Allotment Letter and refund the monies received by us after forfeiting the Non-Refundable Amounts till such time without interest upon such cancellation, subject to deduction of applicable taxes. The refund of the monies as mentioned above shall be construed as sufficient discharge of all our obligations under the law or otherwise. However, we may, at our sole discretion, defer our right to terminate this Allotment Letter by charging cheque dishonor charges. The cheque dishonor charges payable for dishonor of a particular installment payment cheque for first instance is Rs. 5,000/- (Rupees Five Thousand only) and for second instance it is Rs. 10,000/- (Rupees Ten Thousand only) only. Thereafter no cheque will be accepted and payments shall be accepted through Bank Demand Draft(s) only. If you fail to deposit the Bank Demand Draft/ NEFT/ RTGS within next 7 days of sending of intimation of dishonor of cheque to you, in that event we may, at our sole discretion, terminate this Allotment Letter. In the event of dishonor of any payment cheque we no obligation to return the original dishonored cheque.
13. You shall be liable to pay escalation / increase in the Sale Price, if such escalation / increase is on account of any development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by any competent authority from time to time.
14. All taxes, cess, levies, rates, duties, etc. (whether applicable/payable now or in future) including Service Tax, VAT, GST and/or any and all other taxes, levies, cess, rates, duties etc. payable in respect of the said Flat and/or in respect of the transaction contemplated herein, shall be borne and paid by you alone, and we shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof. You shall bear, pay and discharge all taxes, levies, cess, rates, duties etc. including VAT, Service Tax, GST, etc. and other charges, within one week from the date of demand being made by us. You shall indemnify and keep us indemnified in this regards.
15. We are entitled to develop the said Property or any part thereof, in such manner as we deem fit including putting up any additional floor or floors, additional constructions, etc. and use the same for such purpose or purposes as we may desire.
16. You shall execute and register an Agreement for Sale with respect to the said Flat on or before _____. In the event you pay us more than 10% of the Sale Price before the execution of the Agreement for Sale, you will be doing so voluntarily without our demanding the same, whether or not the Sale Price being discounted, and you shall not approach or file any complaint with the RERA Authority or any other forum for breach of the provisions of applicable laws and will indemnify us to that extent.
17. All FSI and/or TDR at any time available in respect of the said Property, whether free of cost or be payment of any premium or as incentive or otherwise howsoever, including any unutilized / residual FSI (including future accretions / enhancement due to change in law or otherwise) shall

18. You are aware that layout of the said Property and is likely to be changed or revised as per our requirements and/or as requirement of SRA, MCGM and/or other statutory authorities. We, reserve our right to alter the layout design, elevation, etc. make variations in the layout with such modifications thereto as we may from time to time determine/or as may be required, without your consent.
19. We are not making any statement, declaration, representation, warranties, guarantees etc. with respect to the show flat, height of the ceiling of the show flat, measurements, layout and area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artifacts, designs and all other items, lobby, landscaping, amenities, etc., and do not warrant and/or guarantee the accuracy with respect to the same, and the same shall not be provided by us, in the said Flat and/or any other flat and/or in the Building. The show flat, height of the ceiling of the show flat, measurements, layout and area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities, etc., and the information and depictions of the show flat, height of the ceiling of the show flat, measurements, layout and area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities, etc., shall not be relied upon by you as statements and/or representations of fact, and you have not agreed to acquire the said Flat on the basis of such show flat, height of the ceiling of the show flat, measurements, layout and area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities, etc., or any part thereof and the same do not form and are not intended to form any part of the transaction contemplated herein. The details of the said Flat to be allotted shall be mentioned in the agreement for sale to be executed for the said Flat and the same shall be final.
20. Time for payment of the Sale Price and/or other amounts and performance of all obligations by you including execution and registration of agreement for sale with respect to the said Flat, are the essence of the contract. If you fail and/or are otherwise unable to pay any of the installment of the Sale Price and/or other amounts on their respective due date and/or execute and register agreement for sale with respect to the said Flat on or before _____ and/or perform any other obligations in accordance with this letter of allotment, then in that event we shall, without prejudice to any other right and/or remedies that we may have against you under the law and/or otherwise, be entitled to:
- (i) receive and recover from you and you shall pay to us, simple interest at the rate specified under the RERA Rules per annum on the outstanding amount from the due date of the said outstanding amount till the date of actual payment thereof;
 - (ii) forfeit, retain and appropriate a sum of Rs. _____/- (Rupees _____ Only) being (a) 20% of the Sale Price, (b) Interest on any overdue payments, (c) brokerage paid to channel partners/brokers, if any, (d) administrative charges as per our policy, (e) all taxes paid by us to the Authorities and (f) amount of stamp duty and registration charges to be paid on deed of cancellation hereof, if Agreement for Sale is registered and (g) any other taxes which are currently applicable or may be applicable in future and (h) subvention cost (if the Purchaser/s has opted for subvention plan) which we may incur either by way of adjustment made by the bank in installments or paid directly by us (collectively referred to as the “**Non-Refundable Amount**”), and refund the balance, if any, without any interest within a period of 30 days after said Flat is sold to a third party and all amounts including consideration amount in respect thereof is received by us, and the date on which said Flat is sold and all amounts including consideration amount in respect thereof is received by us, shall be the date on which refund of the balance amount, if any, shall become due and payable by us to you;

22. All the cost, charges and expenses including stamp duty and registration charges on this letter of allotment and/or any other document executed pursuant to this letter of allotment and/or on the agreements and/or in respect of the transaction contemplated herein shall be borne and paid by you alone.
23. Subject to Force Majeure circumstances and/or Other Circumstances, and provided you are not in default of any of the terms and/or conditions contained herein including default in payment of the Sale Price, applicable taxes or any part thereof, we shall complete the construction of and handover the said Flat to you by _____ ("**Possession Date**"). If we fail to hand over the said Flat to you on or before the Possession Date, and only if you do not intend to cancel this letter of allotment/withdraw from the Project, we shall pay to you simple interest as specified in the RERA Rules, on all the amounts paid by you to us towards Sale Price for every month of delay from the Possession Date till the handing over of the possession of the said Flat. "**Force Majeure**" event shall include (a) war, civil commotion, pandemic, epidemic, lockdown and after effects therefrom or act of God; (b) any notice, order, rule, notification of the Government and / or other public competent authority / Court. "**Other Circumstances**" shall include but not be limited to (i) Non-availability of steel, cement, other building material, water or electric supply; (ii) Failure or delay of any transportation agency or any other supplier of supplies, equipment, or other facilities related to the said Property; (iii) Any notice, order, rule, regulation, notification or directive of the Government, and / or any local or public or private body or Authority and / or any other competent authority or any Court, or Tribunal or any quasi-judicial body or authority; (iv) Any other eventuality which is beyond our control including our precarious financial condition and/or economic downswing in real estate or any other industry; and (v) Any force majeure circumstances or conditions or other causes beyond our control or unforeseen by us or our agents including war, civil commotion, riot, strikes or agitation by our workers or labourers or the contractor or suppliers.
24. You hereby agree and confirm that you are fully capable to make all the payments out of your own resources towards the purchase and maintenance of the Flat as and when demanded by us. You understand and agree that you will apply for the home loan, if required, to any Bank/Financial institution at your sole cost, liability, risk and consequences only after obtaining prior written permission from us. You agree and understand that it shall not be our responsibility or liability to make arrangements or facilitate in any manner whatsoever in the sanctioning and disbursement of said Loan to you. However, we shall not have any financial obligation / liability towards such financial institution / bank etc. and you shall always keep us fully indemnified and harmless against the same and execute any undertaking/ declaration / tripartite agreement as may be required by us in this regard.
25. You hereby agree and confirm that the monies paid/payable by you towards the said Flat is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time.
26. You hereby agree and confirm that in case remittances related to allotment/purchase of the Flat are made by non-resident(s)/foreign national(s) of Indian origin, it shall be the sole responsibility of the Applicant(s) to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other applicable laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide us with such permission/approvals/no objections. Any implications arising out of any default by the Applicant(s) shall be your sole responsibility.

29. You shall not sell, transfer, assign and/or otherwise deal with and dispose of the said Flat or any of your rights and/or benefits, without our prior written consent.
30. You hereby grant your irrevocable consent to us mortgaging the Sale Premises, Development Rights in the Property, save and except the said Flat, to enable us to augment the funds for the development of the said Property.
31. You shall at no time demand partition of the Building and/or said Property and/or the Project and/or your interest, if any, therein and the same shall never be partitioned.
32. On performance of all the obligations by you including the payments of all the amounts including the sale Price, and on completion of the Project, you shall apply to the Organization (being a co-operative society/condominium/limited company or combination of them to be formed by us of the purchasers of the premises in the Building) to be admitted as a member of the Organization. You shall sign all necessary applications, letters, documents and other papers and writings for the purpose of becoming a member of the Organization.
33. You accept, understand and acknowledge that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only suggested and the same are not intended to be provided as a standard specifications and/or service or cannot be construed as same and that you have not relied on the same for your decision to allot the Flat. You further acknowledge that we have provided to you and you have seen all the sanctioned plans and time schedule of completion of the Project.
34. You have taken the decision to purchase the Flat in the Project out of your own free will, after giving careful consideration to the nature and scope of the entire development explained to you in person including the disclosures contained herein.
35. Save and except the information / disclosure contained herein you confirm and undertake to not to any make any claim against us or seek cancellation of this Allotment Letter / Agreement for Sale or refund of the monies paid by you by reason of anything contained in other information / disclosure not forming part of this Allotment Letter / Agreement for Sale including but not limited to publicity material / advertisement published in any form or in any channel.
36. The Mumbai courts will have the exclusive jurisdiction for the transaction contemplated herein;

THE SCHEDULE ABOVE REFERRED TO
(Description of the said Property)

ALL THOSE pieces and parcels of lands bearing Cadastral Survey No. 89(Pt), admeasuring about **4201.27 sq. metres** as per revised parameters of DCPR, 2034, in F/North Ward, Salt Pan Division, situate, lying and being at situated at J. K. Bhasin Marg, Punjabi Colony, G. T. B. Nagar, Sion Koliwada, Antop Hill, Mumbai – 400 037, in the City of Mumbai within Registration District and Sub-District of Mumbai City and bounded as follows:-

On or towards the North : by _____;

On or towards the South : by _____;

On or towards the East : by _____;

On or towards the West : by _____.

Annexure A

- a) **Rs. [.]** (Rupees [.] Only) within 30 days of execution/registration hereof;
- b) **Rs. [.]**(Rupees [.] Only) on Completion of Plinth / Commencement Certificate;
- c) **Rs. [.]**(Rupees [.] Only) on Completion of _____ Habitable Floor slab;
- d) **Rs. [.]**(Rupees [.] Only) on Completion of _____ Habitable Floor slab;
- e) **Rs. [.]**(Rupees [.] Only) on Completion of _____ Habitable Floor slab;
- f) **Rs. [.]**(Rupees [.] Only) on Completion of _____ Habitable Floor slab;
- g) **Rs. [.]**(Rupees [.] Only) on Completion of _____ Habitable Floor slab;
- h) **Rs. [.]**(Rupees [.] Only) on Completion of _____ Habitable Floor slab;
- i) **Rs. [.]**(Rupees [.] Only) on Completion of _____ Habitable Floor slab;
- j) **Rs. [.]**(Rupees [.] Only) on Completion of _____ Habitable Floor slab;
- k) **Rs. [.]**(Rupees [.] Only) on Completion of Terrace slab;
- l) **Rs. [.]**(Rupees [.] Only) on Finishing;
- m) **Rs. [.]**(Rupees [.] Only) on Possession.