

Proforma of Allotment Letter

Date: _____

To, Mr. _____ / Mrs. _____,

(insert address)

Sub: Allotment of Flat No. _____ on the _____ floor of building _____ known as " _____ " situated at Village Bolinj, Taluka Vasai, District Palghar.

1. We are developing a project known as " _____ " duly registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing registration no. _____, the details of which are available on <https://maharera.mahaonline.gov.in>. The said project forms part of the proposed larger development having multiple towers as per the approved layout, which will be undertaken in phases, which complex is known as " _____ ".

2. Pursuant to your application for allotment, we hereby agree to allot you the following flat(s) in the building named " _____ " along with certain common areas and facilities appurtenant to the said flat, on the terms and conditions as shall be detailed in the proforma Agreement for Sale, the brief details of which are as follows ("**said Application**"):

Name, Address and Contact Details of Allottee(s)	[●]
Residential Flat No.	[●]
Floor	[●]
RERA Carpet Area	[●]
Count of Car Parking(s) reserved	[●]
Sale Consideration	[●]
Other amounts	[●]

3. You have paid to us amount of Rs. [●]/- (Rupees [●] only) as part of the booking amount and you shall pay to us the balance amounts as per the agreed cost sheet as annexed hereto.

4. You have been informed that on receipt of Rs. [●]/- (Rupees [●] only) plus applicable stamp duty, registration charges and other requisite payments you have to execute and register the Agreement for Sale.

5. In the event you fail to make payment of any amount on or before its due date including any instalment of the Sale Consideration and/or in the event you refuses to execute and/or register the Agreement for Sale within the timelines mentioned herein, then and without prejudice to the rights and remedies available with us including the right to charge interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay in making such payment (“**Interest**”), we shall be entitled to cancel and terminate the allotment of the residential flat(s). Provided that, we shall give prior written notice of 15 (fifteen days) to you of our intention to cancel and terminate the allotment setting out the breach or breaches on your part (“**said Notice**”). If you fail to rectify such breach or breaches within the said Notice period, including making payment of any outstanding dues together with accrued Interest, then we shall be entitled to cancel and terminate the allotment by issuing a written notice to you. Upon any such termination and cancellation, we shall be entitled to forfeit the amounts paid to us as agreed genuine pre-estimate of liquidated damages which you hereby agree and confirm.

6. The Sale Consideration excludes taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the said project and/or with respect to the said flat(s) and/or this letter of allotment). It is clarified that all such taxes, levies, duties, cesses including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central/State Government and/or any other authorities/bodies on any amount payable under this letter of allotment and/or in relation to the transaction stipulated herein, shall be borne and paid by you alone and we as ‘promoter’ shall not be liable to bear or pay the same or any part thereof.

7. You have been informed that _____ has financed and is the lender for the entire development known as “_____”. By and under an Indenture of Mortgage dated _____, executed by our company, therein referred to as the ‘Mortgagor’ in favour of _____, therein referred to as the ‘Mortgagee’ and registered with the office of the Sub- Registrar of Assurances at _____ under Serial No. _____, we have mortgaged, inter alia, the development rights on and potential of the Specified Land together with the part of the unconsumed development potential of the Larger Land admeasuring 1,02,656 (One Hundred and Two Thousand Six Hundred and Fifty Six) square meters of built-up area or thereabout by utilising F.S.I. of 68,437 (Sixty Eight Thousand Four Hundred Thirty Seven) square metres or thereabout on the terms and conditions contained in Agreement for Sale and Development including the units and receivables in the Project on the terms and conditions contained therein. We will obtain prior NOC of the said Mortgagee in relation to the sale of the said flat (s) to you before execution and registration of the Agreement for Sale.

8. You agree and undertake to comply with all your obligations contained in the said Application and the proforma of the Agreement for Sale, including but not limited to payment of requisite amounts as agreed.

9. You shall pay the requisite amounts towards stamp duty, registration fees, GST, taxes and other amounts as per the said Application and the proforma of the Agreement for Sale.

10. You are requested to sign in confirmation of accepting the terms and conditions as mentioned in proforma Agreement for Sale by subscribing your signature on this letter and copy of this letter.

For Joyville Shapoorji Housing Private Limited

I/ We Accept & Confirm

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