

Date: _____

Name: Mr./Mrs.

Address:

Subject: Allotment Letter in respect to Flat No. _____ on the ___ floor of ___ Wing, admeasuring _____ square feet RERA carpet area on or about _____ square meters of carpet area on the _____ Floor in the building known as "Swastik Platinum" ("the said Project") constructed on all that piece and parcel of land bearing C.T.S. No. 347 (part) corresponding to Survey No. 113 (part) admeasuring in the aggregate 2086.25 square meters plus tit-bit area admeasuring 629.93 square meters aggregating to 2716.18 square meters, situate, lying and being at Tagore Nagar, Vikhroli (East), Mumbai – 400 083. ("Premises")

Dear Sir/Ma'am,

1. The Promoter is constructing and developing the said Project in accordance with the sanctions and permissions granted by the relevant authorities. The project is duly registered with MAHARERA and the RERA Certificate of the said Project is attached hereto as **Annexure "A"**.

2. The Prospective Buyer has agreed to acquire and purchase the captioned Premises delineated in red coloured on the plan annexed hereto as **Annexure "B"** for the consideration and subject to the terms and conditions contained hereunder:

a) The consideration amount of Rs. _____/- (Rupees _____ Only) ("said Consideration Amount") payable towards the captioned Premises shall be payable by the Prospective Buyer/Allottee to the Promoter as per the payment schedule that shall be provided by the Promoter. The payment schedule is annexed hereto as **Annexure "C"**;

b) Prior to/on the execution of this letter, the Prospective Buyer/Allottee has paid a sum of Rs. _____/- (Rupees _____ Only) vide real-time gross settlement (RTGS) the receipt of which is acknowledged and confirmed by the Promoter;.

c) In the event the Prospective Buyer/Allottee withdraws/cancels the allotment, the Promoter shall be entitled to forfeit/retain/adjust and appropriate unto itself, ___ % of the said Consideration Amount as and by way of agreed liquidated damages and shall refund to the Prospective Buyer/Allottee the balance amount, if any, received by the Promoter from the Prospective Buyer/Allottee towards the said Consideration Amount, without any interest thereon, within ___ days of intimation of cancellation.

d) Upon termination/cancellation and upon receipt of the refund amount, the Prospective Buyer/Allottee shall cease to have any right, title or interest any whatsoever nature to the

captioned Premises. The Prospective Buyer/Allottee confirms that forfeiture/retention/adjustment as mentioned hereinabove is agreed between the Prospective Buyer/Allottee and the Promoter as liquidated damages and not penalty;

- e) If the Prospective Buyer/Allottee fails to make payment of the amounts in line with the payment schedule as per Annexure C and the transaction is not terminated, then the Prospective Buyer/Allottee shall pay to the Promoter interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon (or such revisions as may be prescribed by RERA from time to time), on all and any such delayed payments computed from the date such amounts are due and payable till date such amounts are fully and finally paid together with the interest;
- f) In addition to the said Consideration Amount, the Prospective Buyer/Allottee is aware that he/she shall also be liable to pay other charges including but not limited to Electric Meter Charges, Water Meter Charges, Mahanagar Gas Connection Charges, Society/Apex Body Formation & Registration Charges, Legal Charges, Share Application and Entrance Fees, Corpus, Development Charges, Proportionate Share of Municipal Taxes and Outgoings, etc.;
- g) Further, the Prospective Buyer/Allottee shall also pay applicable registration charges, GST or any other applicable tax levied by the State or Central Government or any other authority, in respect of the said Premises or sale thereof or on the transaction or on the consideration amount, as the case may be, as may be intimated by the Promoter. The Prospective Buyer/Allottee shall pay TDS as applicable on the aggregate amount of Consideration Value as per the provisions of Income Tax Act, 1961 and the Prospective Buyer/Allottee shall not be liable for the same. The aforesaid amounts payable shall be paid by separate cheque/ demand draft/ RTGS transaction and shall not be added into the payment of the token amount of Rs. _____/- (Rupees _____ Only);

3. It is hereby clarified that the terms of this letter does not amount to the right, title and interest in the captioned Premises vesting in the Prospective Buyer/Allottee and all the right, title and interest in the captioned Premises shall stand transferred in favour of the Prospective Buyer/Allottee only upon execution of the Agreement for Sale and the payment of all monies incidental thereto.

(Prospective
Buyer/Allottee)

Encl:a/a