

ALLOTMENT LETTER

To,

Sub :- Reservation/Allotment of allotment for Flat No. _____ on floor _____ in Building "_____" in Phase "_____" of "Mohan Precious Greens", Ambarnath ('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 "Mohan Precious Greens".
- 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 6 hereinbelow and subject to the plans as sanctioned by MIDC and subject to the terms and conditions mentioned herein. In the event of any changes as per the Government rules and regulations, the revision 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) and Maintenance charges and requisite Corpus fund is extra and payable in addition to above consideration and is required and payable at the time of possession. In addition to the sale consideration you shall also be required to pay GST and other taxes, duties, levies etc as applicable from time to time.
- 4) We confirm having received a sum of Rs. _____/- as a token of your intent to reserve the allotment. The balance payment of Rs. _____/- and the applicable taxes shall be paid by you as per the payment schedule mentioned in clause 6 herein below.
- 5) 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 and/ or adjudged to be an insolvent, bankrupt, etc. and / or ordered to be wound up, as the case may be,
 - b) 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,

- c) 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).
- d) 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

- 6) Payment Schedule is as below:

- 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 an excuse for non payment of any amount on their respective due dates. It is also been 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:

- 9) In addition to the above you shall pay the charges/ deposits as and when demanded towards:- Maintenance Charges, Corpus Fund, legal charges, Stamp Duty and Registration charges, formation and registration of Society/Condominium, society maintenance, proportionate share of property taxes for building under construction, 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 Flat unless you pay the entire sale consideration, along with interest (if any), taxes, deposits and other outstanding dues including maintenance charges and corpus fund for the said Flat.
- 11) It is further expressly agreed, consented and accepted by you that we shall be at the 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 our prior written consent.
- 13) This reservation of allotment is subject to terms and condition set out in the sale agreement which shall be executed and registered within 30 days of being called upon by us to do so. The said Agreement shall be executed and registered under the provisions of the 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 MIDC 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, Education Cess, GST, 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 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 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.
- 17) 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 "Mohan Precious Greens Phase I" and you agree to grant your consent thereto.
- 18) 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.
- 19) 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.
- 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 MOHAN DEVELOPERS LLP

Authorised Signatory

I / We hereby have read, understood & agreed and consented to all the above.
