

## ALLOTMENT LETTER

Date:

To,

\_\_\_\_\_ &  
\_\_\_\_\_

Dear Sir/Madam,

Re: Letter of Intent for Allotment of Flat No. \_\_\_\_\_ on the \_\_\_\_\_ Floor in the Building to be known as "Tejukaya Pride" situated at Cadastral Survey Nos. 3/52, 3A/52 and 3B/52 of Parel Sewree Division, along with buildings known as "Tejukaya Mansion", Building Numbers 1, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 standing thereon, situate, lying and being at Supari Baug Road now known as Dr. Babasaheb Ambedkar Road, Mumbai - 400 012.

1. This is to record that at your request we have agreed to provisionally reserve and allot to you, on ownership basis, Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. RERA Carpet Area (i.e. \_\_\_\_\_ as per the sanctioned plans) with \_\_\_\_\_ sq.ft Balcony on the \_\_\_\_\_ Floor ("**the said Flat**") in the proposed multi-storied building named as "Tejukaya Pride" ("**the said Building**") proposed to be constructed on Cadastral Survey Nos. 3/52, 3A/52 and 3B/52 of Parel Sewree Division, along with buildings known as "Tejukaya Mansion", Building Numbers 1, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 standing thereon, situate, lying and being at Supari Baug Road now known as Dr. Babasaheb Ambedkar Road, Mumbai - 400 012 ("**the said Property**").
2. At your request and as appurtenant to the said Flat, we have agreed to reserve for your use \_\_\_\_ (\_\_\_\_) car parking space ("**the said Car Parking Space**") in the said Building, it being clarified that the allotment of the said Car Parking Space shall be subject to the superintendence and confirmation of the Association to be formed of the flat purchasers in the said Building.

The above reservation has been made in your favor subject to the following terms and conditions:

### **1. TOTAL SALES CONSIDERATION AND PAYMENT THEREOF**

- a) The Total Sales Consideration ("**TSC**") for the allotment of the said Flat as agreed between us shall be as mentioned in the Schedule of Payments which will be provided to you in the future as agreed between us.

- b) TSC shall be payable by you directly to us as mentioned hereinafter, without any delay or demur.
- c) In addition to TSC agreed and without prejudice to the terms of these presents, you shall have to bear and pay immediately whenever called upon, the amount, deposits, charges and expense etc., as mentioned in the Schedule of Payments as described hereinafter.
- d) The TSC is escalation-free, save and except the escalations/increases due:
  - i. to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority/local bodies/Government from time to time.
  - ii. In the event of an increase in the area of the said Flat, due to any variation and amendment of the said Flat.
- e) It is clarified that TSC shall be payable by you in the Bank Account which will be provided to you in the future as agreed between us.
- f) The TSC stated hereinabove is exclusive of payment of GST and/or any other taxes as are levied or which may be levied hereafter either by Central Government and/or State Government and/or any Public Authority. In the event, the rate of GST or such other applicable taxes being revised in future before grant of Occupation Certificate (OC) and/or payment of full consideration, the Flat Purchaser/s will be liable to make payment of additional GST based on revised rates on the TSC.
- g) Timely payment shall be essence of the allotment. In the event of your committing default in the payment and / or in observing and performing any of the terms and conditions of provisional allotment, we can, at our sole option, cancel / terminate provisional allotment by giving to you 15 days prior written notice in this behalf. However if you fail or delay further to remediate the breach(s) for whatsoever reasons then in such an event, the earnest money and damages / losses sustained by us, if any, shall be deducted from the amounts deposited by you with us and the balance amount (if any) shall be refunded to you without any interest or application or any other or further claim or demand from you as regards the provisional reservation and / or the said Flat. For the purpose of this provision, it is clarified that this provisional reservation and the entitlements herein shall cease and becomes invalid after expiry of the specified 15 days' notice in case of any delay or failure on your part to rectify the breach(s) as prescribed therein. Thereafter your claim shall be restricted to the balance amount (if any) to be refunded to you as aforementioned. Irrespective of the amount refunded to you or not we shall be at

absolute liberty to sell / allot the said Flat to any other third person as we deem fit and proper and you shall have no claim or objection whatsoever to the same. We shall not be liable to refund the amount of taxes and other charges paid by you to any concerned authorities.

- h) You have clearly understood the terms of this reservation especially clause 1(g) as stated herein above and have unconditionally accepted and consented thereto.
- i) Without Prejudice to our rights under provisional allotment and / or law, you shall be liable to pay interest 15% per annum or as may be prescribed under the applicable law from time to time on all the amounts which are due & payable by you under this reservation, if any
- j) In case of cancellation of booking of the captioned flat, earnest money of 10% of the TSC deposited to us shall be forfeited.
- k) You have confirmed that irrespective of any disputes which may arise between us, you shall punctually pay all installments of the TSC, amounts, contributions, deposits and shall not withhold any payment for any reason whatsoever.
- l) We shall have unqualified and unfettered right to (i) sell on ownership basis Offices and other units in the said building and (ii) allot car-parking spaces and (iii) sell/allot the areas within and outside the Building and/or the said Property for putting up/installing signage, V-Sat and/or other antenna and Air condition chiller plants, (iv) grant the right to put up hoarding, (v) install Relay Station for Cellular Telecommunication, Radio Pager, Satellite and Communication Towers etc., and/or (vi) grant long leases in respect of offices and other areas in the said Building or dispose off the same in any manner as we may deem fit and proper.
- m) You shall be entitled to sell, transfer and assign the benefits arising hereunder, from the date of this allotment, to any person subject to you first having paid the entire consideration and cleared all your dues under this Letter of reservation (including interest on delayed payments) and further subject to your having obtained prior written consent from us including having paid the transfer charges (as may be determined by us from time to time) towards such transfer

## **2. LOANS & MORTGAGE**

- a) We hereby inform you that we shall procure a loan as and by way of security/mortgage from any bank / financial institution / NBFC subject to the terms and conditions mentioned therein.

- b) You agree and confirm that we shall have the right to raise finance / loan from any financial institution / bank by way of mortgage / charge / securitization of receivables of the said Flat against security of the said Property (subject to your rights to the said Flat).

### 3. PLANS AND SPECIFICATIONS

- a) The development/redevelopment of the said Property proposed by us, shall be registered as a 'real estate project' with the Real Estate Regulatory Authority ("**Authority**"), under the provisions of Section 3, 4 and 5 of the Real Estate (Regulation and Development) Act, 2016, ("**RERA**") read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of real estate projects, Registration of real estate agents, rates of interest and disclosures on website) Rules, 2017 ("**RERA Rules**") and the Regulations. The Authority shall issue a Certificate of Registration for the Project, and a copy of the RERA Certificate shall be provided to you as and when received by us.
- b) You have agreed and consented to the development of the said Property. You have also examined all documents and information provided by the Promoter and has understood the documents and information in all respects.
- c) The title documents, approved building plans, specifications, perspective views, features, proposed amenities have been inspected and verified by you before the reservation of the said Flat in your name.
- d) We shall have the sole and absolute right to change, alter, amend, delete and revise the features, specifications and amenities proposed in respect of the said building.
- e) If for any reason, any changes, in the plans of the proposed building are suggested by the Sanctioning Authorities or by the Architects or us, resulting in reduction or increase (subject to maximum of 3 % in such variations) in the above mentioned area or change in its location, no claim (monetary or otherwise) will be raised or accepted except that the abovementioned TSC will be reduced or increased on pro-rata basis. In case of absolute deletion of the said Flat, no claim, monetary or otherwise, will be raised or accepted except that the amount received will be refunded in full without any deduction/s.
- f) If for any reason whether within or beyond our control the whole or part of the Project is abandoned, no claim will be preferred or entertained from you save & except that your money will be refunded **with interest** as stated above in clause 1(i).
- g) We shall be at the complete liberty to construct additional / reduce floors, wings;

structures, change layout over the said plot / proposed buildings in order to consume the FSI ("**Floor Space Index**") available / purchased to the maximum potentials. Further, we shall have an irrevocable right and that you hereby expressly consent and confirm that we will always be entitled to utilize , transfer , assign or dispose of in any other manner as it may deem fit, all FSI and/or Transferable Development Right ("**TDR**"), fungible FSI, and/or any other rights, benefits including floating rights which may be available on the said Property or any other property or properties, as the case may be, and until the entire F.S.I. and/or TDR and/or fungible FSI and/or all other rights, benefits including floating rights which may be available on the said Property and any other adjoining or other properties, It is agreed by you that, you have herein, given your free and irrevocable consent to make any such variations, alterations, amendments or deletions in respect of the construction plans and approvals of the said building, as demanded by the Competent Authority and/or as deemed fit by us. Further, we shall not require any further or other consent or concurrence in future and your consents and confirmation herein shall be treated as an irrevocable No Objection consent, and permission given by you, under sections 7 and 7A of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("**MOFA**") and Section 14 of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") or any amendment shall be deemed to have been complied herewith.

- h) In the event that you withdraw your consent or in the event the validity of the same is challenged, then the amount of TSC shall automatically stand enhanced to include any direct and/or indirect loss, damage, claim, expenditure suffered by us due to such consent not being granted to us.

#### **4. SOCIETY FORMATION**

- a) Upon 51% of the total number of flats/premises in the project being booked by purchasers, we shall submit an application to the competent authorities to form a society/condominium/organisation ("**Association**") to comprise solely of the you and other purchasers of flats/premises in the buildings, under the provisions of the Maharashtra Apartment Ownership Act, 1970 or the Maharashtra Co-operative Societies Act, 1960 or such other applicable law, read with RERA and the RERA Rules and regulations.
- b) We may raise appropriate demand notices for the payment of the share money and entrance fees for the purpose of formation of the Association upon you. You shall pay the same within 15 days of the date of such a demand notice.

- c) Further, an additional amount of Rs.12,00,000/- (Rupees Twelve Lakhs Only) shall be payable as Club House Charges by you in addition to the consideration amount payable by you for the Flat.

## **5. DOCUMENTATION**

- a) You have read and understood the terms and conditions contained in the draft agreement for sale to be executed between us and agree to unconditionally abide by the same.
- b) The said agreement for sale, together with all the annexures annexed thereto, shall be uploaded on the RERA website. You hereby agree to sign, execute and register the said agreement for sale together with all the annexures annexed thereto which will be uploaded on the RERA website.
- c) You shall immediately on payment of 10 % or more of the TSC execute the said agreement for sale, the draft whereof is shown, verified and accepted by you, and the parties will be governed by the terms of such agreement thereafter.
- d) You shall grant all the required assistance to us including signing of the agreements, deeds, declarations, consent(s) and other writings as & when demanded by us for lawful transfer of the said Flat.
- e) This Letter of Allotment should be not be construed as letter of Authority to Purchaser to Sale/Transfer the said Flat to any Third Party without our written consent.
- f) You have also agreed to bear and pay the Stamp Duty and Registration charges payable on the Agreement for Sale to be executed in pursuance hereof and on all documents to be executed in pursuance to this writings and proportionately on Deed of Lease and/or other vesting document of the property in favour of the Association which may be formed.

## **6. BREACH AND INDEMNITIES**

In case of any breach of any of the terms and conditions contained herein, by you, we shall be at the absolute liberty to cancel / terminate this allotment after giving a written notice of 15 days to remediate the breach. In event of such termination, you hereby undertake to indemnify and keep us indemnified and / or director / partners / office bearers for any losses, damages, charges and expenses suffered by them on this account. The effects of such termination will be similar to whatever agreed hereinabove in Paragraph 1(f).

## **7. CORRESPONDENCE**

- a) All the notices / communication to be served upon you as contemplated under these presents shall be deemed to have been duly served , if the same is sent by Email /Courier / Registered A.D. / Speed Post / hand to you at your address contained in these presents. In case of any changes in your address, the same shall be communicated to us at least 15 days in advance. Any delay or default in this behalf at your end will not concede any extension of time or excuse for your non payments or non-receipt of any letters/correspondences addressed to you.
- b) If there is more than one Allottee named in this Allotment Letter, all obligations hereunder of such Purchasers shall be joint and several. All communications shall be sent by us to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the purchasers.

## **8. ACCEPTANCE AND AUTHORITY**

- a) You have clearly understood the terms and conditions contained herein and unconditionally agree to abide by the same.
- b) The signatory is accepting the terms and conditions of these presents for himself / herself / themselves / draws complete authority to sign / accept the contents of these presents on behalf of the addressee / allottee. We shall be no way responsible in case any defects are found in the authorities of the said signatories.
- c) The contents of these presents shall supercede all other writings, brochures, leaflets and other sales materials and / or any other documents and shall be deemed as final and binding on parties hereto.
- d) All the aforesaid terms and conditions are applicable and binding upon your respective nominees/legal heirs, executors, successors and assigns.

## **9. CHANGE IN POLICY, ACT OR LAWS**

Due to change/ amendment in the existing Laws, Acts, Rules or due to implementation/ enactment of any new laws/ rules by the local bodies, State Government, Central Government or by any competent authorities. any term(s) and condition(s) contained in this letter becomes inoperative, illegal and non-est, then it is agreed and confirmed that, save and except the said term(s) and condition(s), the

rest of the terms and conditions shall remain operative, legal, effective and binding on the parties hereto.

#### **10. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Allotment Letter shall be construed and enforced in accordance with the laws of India for time being in force.

#### **11. DISPUTE RESOLUTION-**

- a) All or any disputes that may arise with respect to the terms and conditions of the Agreement, including the interpretation and validity of the provisions hereof and the respective rights and obligations of the parties shall be first settled through mutual discussion and amicable settlement, failing which the same shall be settled through arbitration. The arbitration proceedings shall be under the Arbitration and Conciliation Act, 1996 and any statutory amendments/ modification thereto by a sole arbitrator who shall be mutually appointed by the Parties or if unable to be mutually appointed, then to be appointed by the Court. The Arbitrator shall be guided by the provisions of the RERA Act and the rules and regulations framed thereunder. The decision of the Arbitrator shall be final and binding on the parties.

The venue of Arbitration shall be at Mumbai and only for the reason of interim relief the courts at Mumbai shall have the jurisdiction.

Please confirm your acceptance of the aforesaid terms and conditions by signing and returning to us a duplicate copy of this writing.

Yours faithfully,  
For **M/s. Tejukaya Corp**

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Mr. Pranav P. Tejookaya  
**Partner**

I confirm the above,

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**Purchaser**

**Date:** \_\_\_\_.



**SCHEDULE OF PAYMENTS**

Date : \_\_\_\_\_

**R E C E I P T**

RECEIVED of and from the withinnamed Purchaser a sum of **Rs. \_\_\_\_\_**/- towards reservation of the said Flat, the details of which are as under:-

Sr. No.	Cheque No.	Date	Drawn on	Amount (Rs.)
1				
2				
			<b>TOTAL</b>	

Yours faithfully,  
For **M/s. TEJUKAYA CORP**

\_\_\_\_\_  
**Mr.Pranav P.Tejookaya**  
**Partner**

Date : \_\_\_\_\_

**RECEIPT**

RECEIVED of and from the withinnamed Purchaser a sum of **Rs. \_\_\_\_\_/-** towards Service Tax paid on reservation of the said Flat, the details of which are as under:-

Sr. No.	Cheque No.	Date	Drawn on	Amount (Rs.)
1				
2				
			<b>TOTAL</b>	

Yours faithfully,  
For **M/s. TEJUKAYA CORP**

\_\_\_\_\_  
**Mr.Pranav P.Tejookaya**  
**Partner**