

All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of RERA Act and the rules and regulations made thereunder (“Act”) and the exercise of such rights and obligations shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this said applications form / allotment letter / sale agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

ALLOTMENT LETTER

Dated:

To,

[●]

Dear Sir/Madam,

Re: Allotment of apartment/flat/unit no. [●] on the [●] floor, in the building named as [●], Wing [●](“Apartment/Flat”), in the proposed project “Sky Gardens” at Godrej Vihaa, (“Project”).

We refer to your Application Form dated _____ (“Application Form”) and are pleased to inform you that we have allotted you the Apartment/Flat subject to the following terms and conditions:

- (i) All definitions, terms & conditions set out in your Application Form and Agreement for Sale, including Payment Schedule and all Annexures annexed to it shall be deemed to have been reproduced hereunder and binding on you. For ease of reference, Annexures B to F of the Application Form are reaffirmed and annexed hereto as **Annexure I, II, III, IV and V** to this Allotment Letter.
- (ii) The Sale Consideration payable for the Apartment/Flat is Rs.[●]/- (Rupees [●] only) as set out in the Application Form and Agreement for Sale.
- (iii) We acknowledge the receipt of the [●] % being part of Earnest Money. The balance amount of the Sale Consideration shall be paid by you in accordance with the Payment Schedule as annexed herein, time being the essence of this transaction.
- (iv) Please note that this allotment of the Apartment/Flat is subject to you executing/signing and submitting to us the duplicate copy of the duly signed Allotment Letter within [●] ([●]) days of the date hereof. If we do not receive the duly signed Allotment Letter from you within the timelines mentioned herein, then it shall be deemed that you have accepted the allotment of the Apartment/Flat on the terms and conditions as specified in this Allotment Letter.
- (v) Please note that this allotment is further subject to you paying the requisite stamp duty and registration charges and registering the Agreement for Sale within [●] ([●]) days from the date hereof, failing which, we at our sole discretion reserve our right to cancel this Allotment Letter and/or Application Form and forfeit the amounts as per the terms mentioned in the Application Form.

- (vi) Please further note that the Agreement for Sale contains detailed terms and conditions of the sale of the Apartment/Flat in your favor. A draft of Agreement for Sale has been uploaded on [●] for your reference. Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement for Sale shall prevail.

Thanking you,
Yours sincerely,

For [●]
Authorized signatory
Encl. herein **Annexures I to V**.

**ANNEXURE I
Price Sheet**

**ANNEXURE II
Payment Schedule**

**ANNEXURE III
Details of Apartment/Flat, Covered Car Park Space(s) and Common Areas and Facilities**

A	Apartment/Flat No.		
B	Floor		
C	Tower / Building / Wing		
D	Area (in square meters)	Carpet Area*	
		Exclusive Areas**	
		Total Area#	
C	Covered Car Park Space(s):	_____	_____
		Independent	Dependent
		<i>[Please mention the number of car park(s). Mention '0' where not applicable.]</i>	
D	Common Areas	As per Annexure IV .	
E	Facilities	As per Annexure V	

“Carpet Area**” shall mean net usable floor area of the Apartment/Flat excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area appurtenant to the Apartment/Flat for exclusive use of the Applicant(s) and exclusive open terrace area appurtenant to the Apartment/Flat for the exclusive use of the Applicant(s), but includes the area covered by the internal partition walls of the Apartment/Flat.*

***“**Exclusive Areas**” shall mean exclusive balcony and/or exclusive open terrace and/or exclusive verandah and other areas appurtenant to the net usable floor area of the Apartment/Flat and meant for exclusive use of the Applicant(s).*

*#“**Total Area**” shall mean the Carpet Area and Exclusive Areas collectively.*

**ANNEXURE IV
Common Areas**

**ANNEXURE V
Facilities**