Date: June, 2020.

**To:**
**Mr.**

**Subject:** Provisional Allotment of **Residential/Commercial Unit No.________________**on ______ **floor ("the Said Commercial Unit")** in Tower ___ of the proposed Commercial building ("**the Proposed Building**") to be known as ODD NAGAR being constructed on land bearing R. S. No. **385 adm. 12849 sq. mtrs paiki 11402.80 Sq. Mtr.** of which land area admeasuring 1347.12 Sq. Mtr. is used to Built-up Block B C and Dof Village : SAVAD Taluka and District Vadodara, registration Distric Vadodara and sub-district Vadodara in Baroda-5 ("**the Said Land**"). **(RERA Reg. No. ____________________________________________**

---

Dear Sir,

1. You have expressed your desire to acquire from us the Said Commercial / Residential Unit viz. a **Residential/Commercial Unit bearing No.______ _____**of BLOCK-B C And D having **carpet area of _ Square feet (Super Built-up area ___ Sq. Ft)**, which is inclusive of balcony and areas constructed out of consumption of incentive fungible FSI , if any (which shall have slight variation on account of tiling, ledges, plaster, skirting and structural members) in the Proposed Building which is presently proposed to be constructed by us on the Said Land. The boundries of Lan and specified Unit are described as under :
   The Boundaries of Land are as under :
   On or towards East :
   On or towards West :
   On or towards North :
   On or towards South :

   The Boundary of Unit are as under :
   On or towards East :
   On or towards West :
   On or towards North :
   On or towards South :

2. In consideration of acquiring the Said Commercial Unit, you shall pay to us a total lump sum consideration of **Rs. /- (Rupees Only)** which includes the proportionate amount of the common areas to the Said Commercial Unit. The total lump sum consideration for acquisition of the Said Commercial Unit shall be payable by you in the following manner:

**PAYMENT SCHEDULE**

| Sr. | Payment due on Initiation of | % of consideration value |
|---|---|---|

| no | | |
|---|---|---|
| 1 | On Booking | 20% + GST |
| 2 | After 1 Year | 20% + GST |
| 3 | Registration of agreement for sale | Any other statutory liabilities |
| 4 | After the Structure is ready | 40.00% + GST |
| 5 | Possession for fit-outs | 20.00% + GST |
| | **Total** | **100%** |

3. **DETAILS OF PAYMENT MADE:**

| BANK NAME | CHEQUE NO. | CHEQUE DATE | GST ₹. | Basic ₹. | AMOUNT ₹. |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| **Total** | | | | | |

4. It is clarified and agreed between us that the time for making payments of the aforesaid installments is of the essence and any delay by you in making the aforesaid payment/s, shall forthwith render this Allotment Letter voidable at our sole and exclusive option and discretion without any further act and/or reference and/or recourse to you and in the event of our so treating this allotment void, we shall be entitled to forfeit all amount/s till then paid by you to us and thereupon we shall also be free and entitled in our own right to deal with the Said Commercial / Residential Unit, in any manner as we deem fit in our sole and absolute discretion **PROVIDED HOWEVER THAT** the we shall not exercise the aforesaid right of termination unless and until a notice of 30 (Thirty) days demanding the said payment is given to you **PROVIDED FURTHER** that strictly without prejudice to the aforesaid, we may in our sole discretion instead of treating this allotment void as aforesaid, permit you to pay the said installments after their respective due dates If the project get delayed beyond completion date we (Shree Balaji Group) will be liable to pay interest at the rate of guidelines prescribed by RBI i.e. MCLR + 2 % against the sole payment done towards property, the project completion date will be **31st-December-2021** Which can be extended up to 1 year due to unwanted reasons like labour problem, natural calamities, festival session etc.

5. You have further confirmed to us that an intimation forwarded from us to you at your aforesaid correspondence address, that a particular stage of construction is commenced or completed, shall be sufficient proof that such stage of construction is commenced or completed. However, it is also agreed by you that the failure of receipt of any such notice/intimation from us requiring such payment shall not be taken as a plea or an excuse for non-payment of any amount/s on their respective due dates.

6. You have inspected the proposed plans, title documents, sanctions/permissions in respect of the Said Land and the Proposed Building, and you have confirmed that you are fully satisfied with regard to the same in all respects. We have also disclosed to you that presently, the plans for the construction of the Proposed Building are tentative and may be further modified keeping in mind the overall interest of the project of the development of the Proposed Building and accordingly, the specifications, size, dimensions, and location of the Said Commercial Unit are subject to

finalisation and approval of such plans and that the Said Commercial Unit may have certain variations from what is presently proposed in accordance with the finally approved plans and construction related approvals.

7. You agree to sign all applications, papers and documents and do all such acts, deeds and things as we may require for safe guarding the interest in the said project of development of the Proposed Building.

8. We shall be entitled to vary and modify the plans in respect of the construction of the building as may be required by the concerned authority. Your only right is the ultimate allotment of the Said Commercial Unit as stated herein above and to take possession thereof in the Proposed Building being constructed as stated hereinabove, subject to your complying with the terms and conditions as agreed upon between ourselves.

9. It has been agreed that all taxes, duties, cesses including payment of GST (whether applicable/payable now or in future) on any amount payable on this transaction, as also any betterment charges/new levies/surcharges that may be imposed/levied by the Government and/or any other authority, now or in the future, shall be borne and paid by you alone and we shall not be liable, responsible to bear and pay the same or any part thereof. Further, the statement of cost details with respect of said Commercial / Residential Unit shall be tabulated hereunder :

| **Sr. No.** | **Details** | **Amount in ₹.** |
|---|---|---|
| **1** | Basic Sale Price. | |
| **2** | VMC / GEB | |
| **3** | 2 Year Maintenance | |
| | **Total ₹.** | |

- GST/ Stamp Duty/ Registration fees/ Any other government levies will be as actual.

10. You have agreed to bear and pay the stamp duty and registration charges payable on the Agreement for Sale, which shall be executed between us in due course in pursuance hereof. You have agreed to visit our offices for executing the requisite agreement for sale within a period of 30 (Thirty) days from our calling upon you to do so.

11. At the time of being offered possession of the Said Commercial Unit by us, you will also be liable to pay advance maintenance charges, a Fit-Out deposit and charges for the formation of the body of purchases in the building comprising the Said Commercial Unit to us, as may be reasonably determined at the relevant time by us, and you shall not dispute the same.

12. You have agreed that you shall not be entitled to transfer the benefits of this Allotment Letter or otherwise sell, transfer or assign the Said Commercial / Residential Unit to any other third party without our prior written consent. In the event if you desire to transfer the benefits of this Allotment Letter to any third party, you shall be entitled to sell, transfer or assign the benefits in respect of the Said Commercial Unit under this Allotment Letter to any person only after you have cleared all your dues under this Letter of Allotment (including financial charges on delayed payments, other deposit/s and charges) and further subject to your paying the transfer/administrative charges, as may be determined by us at our discretion, towards such transfer. Any consequent stamp duty/registration charges in respect of such transfer shall be borne and paid by you.

13. You shall be liable to take the No Objection Certificate from us prior to any sale, transfer and assignment of the benefits in respect of your Said Commercial Unit being allotted hereunder to any person.

14. You agree not to claim any right, title or interest in the Said Commercial Unit till the entire consideration and other payments payable by you hereinabove set out is paid in full, till then we shall have a first lien and charge in respect of this allotment.

15. If any additional FSI shall be entitled to said project before obtaining Occupation Certificate then after obtaining consent of 2/3 members of the Vendor is entitled for revision of plan as per RERA guidelines. If any additional FSI available to project after obtaining OC and sale deed then the Association of Allottee i.e. Society shall be entitle for it.

16. The Allottee should bound to pay regular maintenance fees and if Allottee fails to pay regular maintenance fees then in circumstances the Allottee is not allowed to use common amenities, lights etc. of the said project. The Allottee shall use the common amenities in such a manner that no any damage cause to common amenities eventhough if any damage cause due to fault of Allottee then Allottee should liable to reimburse cost of such common amenities.

17. The timing for usage of Club is 5:30 am to 11:30 pm (Allottees who have become a club members).

18. This is not an agreement for sale or transfer of the Said Commercial Unit in your favor and is merely a confirmation of our intent to allot the Said Commercial Unit to you, provided you comply with all the terms and conditions contained in this letter.

19. This allotment includes ____ Car Parking.

20. Any minor Changes in the design of the flat will not be chargeable.

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

Thanking you,

Yours faithfully,
**For Manav Infrastructure Private Limited.**

**Authorised Signatory**

---

I, **Mr. ________________________** hereby confirm and agree to the terms and conditions of this allotment letter and confirm that I shall abide by the same.

**(________________________)**