

Date:

To, _____

Sub: Allotment of Flat/Shop in proposed building project known as "Sai Kutir" at Plot No.-27, Sector No.-09, KoperKhairane, Navi Mumbai, Dist.-thane.

Sir/Madam,

- 1) We are seized and possessed of or otherwise well and sufficiently entitled to the leasehold rights in respect of the above plot of land bearing Plot number 27, situated at Sector No.-09, KoperKhairane, Navi Mumbai, Dist.-Thane. We hereby assure you that the title to the above mentioned plot of land and of the Building being constructed thereon by us is marketable and free from all encumbrances, claims and demands and we are entitled to deal with and dispose off the premises comprised therein on Ownership Basis. The layout of the building and the scheme of development thereof have been heretofore seen and approved by you. We hereby declare that we have obtained the term loan from India Bulls Housing Finance Ltd. (IHFL) against the mortgage of the said plot of land and shall obtain no objection certificate from them prior to execution of the Agreement for Sale as per the terms and conditions of the mortgage deed.
- 2) We have obtained the development permission vide Commencement Certificate bearing number NMMC/ TPO/ B.P. / Online No. 20191CNMMC14757/849/2019, dated 05/03/2019, for development and construction of the building on the said plot of land from Navi Mumbai Municipal Corporation.
- 3) We intend to develop and construct our Real Estate project to be known as 'Sai Kutir' having Ground plus 18 (Eighteen) upper floors on the project land in accordance with the plans, designs and specifications approved by the concerned local authority.
- 4) Our Real Estate Project namely 'Sai Kutir' is registered under the provisions of The Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority at _____ No. _____
- 5) As per your specific request vide your booking form dated _____, we hereby agree for allotment of a Flat/Shop to you in the proposed building Project known as "Sai Kutir" bearing Flat/Shop No _____.admeasuring_____ Sq. Mts. carpet area on the _____ Floor as shown in the floor plan thereof hereto annexed and marked as "Annexure-A" situated at Plot No.-27, Sector No.-09, KoperKhairane, Navi Mumbai, Dist.-Thane, for a lump sum price of Rs. _____ (Rupees _____ Only) being and inclusive the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities appurtenant to the premises exclusive of Goods and Service Tax (GST), taxes, Cess,

legal charges, registration charges, stamp duty and cost of formation of the Society, cost of covered car parking, CIDCO/NMMC transfer charges as may be levied by CIDCO/NMMC/Local Authority etc.

- 6) You have paid to us a sum of Rs._____ (Rupees_____Only) [Not exceeding 10% (Ten Percent) of the total consideration] as advance payment or application fee and you shall pay to us the balance amount of Rs._____ (Rupees_____Only) in the following manner.
- a) amount of Rs._____ (Rupees_____ Only) [(not exceeding 30% (Thirty Percent) of the total consideration] to be paid to us after the execution of Agreement.
- b) amount of Rs. _____ (Rupees_____ Only) [not exceeding 45% (Forty Five Percent) of the total consideration] to be paid to us on completion of the Plinth of the building.
- c) amount of Rs._____ (Rupees_____ Only) [not exceeding 70% (Seventy Percent) of the total consideration] to be paid to us on completion of the slabs including stilts of the building.
- d) amount of Rs. _____ (Rupees_____ Only) [not exceeding 75% (Seventy Five Percent) of the total consideration] to be paid to us on completion of the wall, internal plaster, of the said Flat/Shop.
- e) amount of Rs._____ (Rupees_____ Only) [not exceeding 80% (Eighty Percent) of the total consideration] to be paid to us on completion of the staircases, lift wells, lobbies upto the floor level of the said Flat/Shop.
- f) amount of Rs._____ (Rupees_____ Only) [not exceeding 85% (Eighty Five Percent) of the total consideration] to be paid to us on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat/Shop is located.
- g) amount of Rs._____ (Rupees_____ Only) [not exceeding 95% (Ninety Five Percent) of the total consideration] to be paid to us on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat/Shop is located.
- h) balance Amount of Rs._____ (Rupees_____Only) against and at the time of handing over of the possession of the Flat/Shop to you on or after receipt of occupancy certificate or Completion Certificate. Time for payment of the aforesaid installments and all the amounts due and payable under these presents by you to us is of essence of the contract. All payments against this allotment shall be made by you by way of a account payee Cheque/Demand Draft drawn in favour of "M/S. KT REALTY", if payment as stipulated herein above is not made then this

allotment letter shall stand cancelled and the application fee/earnest money deposit shall remain forfeited.

- 7) You should submit the copies of P.A.N., Residence Proof along with the payments stipulated hereinabove.
- 8) The benefit of this letter of intent and matters of and incidental thereto cannot be directly or remotely transferred or assigned or disposed off by you without having obtained our prior written consent for the same. This letter does not give you any right in respect of the said Flat/Shop and is restricted only to an acknowledgement of your advance money or application fee for your proposal to purchase the said premises. The allotment will be confirmed in your favour through a registration of the Agreement for Sale in your favour only after fulfilment of the terms and conditions set-forth herein.
- 9) You shall, at your own costs and expenses, comply with all matters such as payment of stamp duty on the agreement(s), Deed(s) comprising the said transaction of sale/purchase of the said premises and register the same with the Registering authorities concerned as required by provisions of law in that behalf for the time being in force.
- 10) You have expressly agreed, accepted and confirmed to pay to us immediately as and when demanded by us and/or to the appropriate authorities all the present/future/revised/new property/Municipal Tax, Goods & Service Tax (GST), Development charges, Education Cess and/or any other levies, taxes, Cess, surcharge, dues, duties, including 1% (One Percent) 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 for sale/letter or otherwise.
- 11) You are aware of your obligation to pay the further and other dues over and above the agreed consideration such as share money, expenses for maintenance charges, maintenance deposit, legal costs etc. and any additional amounts or deposits as determined by us as provided in Performa Agreement.
- 12) That Construction of the said Building is estimated to be completed on or before _____, subject to delay for reasons beyond our control or force majeure.
- 13) All notices/communications to be sent/served on you as contemplated in this letter shall deem to have been duly served if sent to you through electronic transmission, facsimile transmission or registered A.D. to your address given hereinabove. In case of any change in the address, you will intimate us accordingly otherwise all letters and correspondences shall be sent/ communicated at the above address.
- 14) You have heretofore independently examined all aspects of our entitlement to the building and the scheme of development thereof and terms of allotment on Ownership

Basis and in which behalf the documents/plans/sanctions/terms are perused and approved by you. This writing is merely a Letter of Intent to allot and is not and does not purport to be and shall not be construed or deemed to be an Agreement/Deed to Sell/Purchase which arrangement shall become operative only upon the happening of events hereinabove mentioned and not otherwise.

- 15) We hereby confirm that we have not agreed to sale the said premises to anybody else nor created any encumbrance on the said premises and the title thereof is clear and marketable.
- 16) This allotment shall be subject to Navimumbai jurisdiction only.
- 17) Kindly confirm the above by endorsing your signature/s at the foot of the duplicate hereof,

Thanking you.

Yours faithfully,

for M/s. K T Realty

I/We confirm the above

(Partners)

(Allotee/s)