

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

## PROVISIONAL ALLOTMENT LETTER

Mr/Mrs \_\_\_\_\_

Address : \_\_\_\_\_

\_\_\_\_\_

PAN / AADHAR CARD ID : \_\_\_\_\_

Dear Sir/Madam,

Sub : provisional allotment of flat no. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.ft. carpet area as per Real Estate (Regulation and Development) Act, 2016 (RERA) approximately equivalent to \_\_\_\_\_ sq.mtr. on \_\_\_\_\_ floor in Wing \_\_\_\_\_ also known as \_\_\_\_\_ in the project known as "\_\_\_\_\_ " situated at Plot No – 195 , Sec – 24 , Vahal , Pushapak Node , Ulwe,

Tal – Panvel, Distric – Raigad , Navi Mumbai.

**Carpet Area as per RERA** : \_\_\_\_\_

**Flat no.** : \_\_\_\_\_

**Total Value** : \_\_\_\_\_

1) With reference to your provisional allotment of the said flat and upon you handing over to us a cheque of Rs. \_\_\_\_\_ Cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ Bank towards the intial deposit amount we acknowledge the receipt of the same.

2) It is agreed and understood that the allotment of the said flat is only provisional.

- 3) You have also agreed and confirmed that you shall execute a written agreement for sale in respect of the said flat, subject to making ten percent of the total value of the said flat or as and when called to you for executing the agreement, whichever is earlier.
- 4) You are aware that we are entitled to develop and construct a Residential/Commercial Complex as per the prevailing NAINA, "The Navi Mumbai Airport Influence Notified Area" (NAINA), CIDCO - called " 22.5% Allotted Plot " situated at Survey No. Plot No – 195 , Sec – 24 , Vahal , Pushapak Node , Ulwe, Tal – Panvel, Distric – Raigad .
- 5) We also explained to you the phase wise development of the said property as and when permission would be available to us. We have also explained to you that the layout of the said property is subject to amendment and changes at our sole discretion and subject to final approval from concerned authorities.
- 6) The total consideration for the flat is ..... You hereby confirm the following schedule of the payment and will make the payment accordingly in time. Time being essence of payment. In case of any failure on your part to make payment as per the schedule given here in below we have a right to forfeit the amount paid by you and / or charge interest @18% per annum on the due amount, up till the date of payment amount due together with interest thereon and/or shall be entitled to terminate allotment of the flat without giving any notice to you.

**(a) Rs. ....**), being the booking amount paid by the Purchaser/s to the Developer prior to the execution hereof (the payment and receipt whereof the Developer doth hereby admit and acknowledge).

(b) **Rs. ....**), on or before ..... The balance consideration of **.....** within 7 (Seven) days of the Developer offering to put the Purchaser/s in possession of the said Flat.

- 7) You have agreed and confirmed that you shall not create any third party right on the said flat, nor shall you be entitled to sell the said flat on or before 12 months from the date of execution of Sale agreement.
- 8) You have agreed and confirmed that the total charges of stamp duty and registration shall be borne by you before taking possession or on or before O.C certificate comes, whichever is earlier.
- 9) You have inspected the Approved plans and the Title documents of the Land; however we are entitled to modify the plans as required by CIDCO - "The Navi Mumbai Airport Influence Notified Area" (NAINA).
- 10) You also confirm that until the time of the agreement is executed, you shall not have any right, title interest in respect of the said flat and amount paid shall remain with us as non-interest bearing deposit.
- 11) You hereby also agree and confirm that **.....** is payable over and above the cost of the flat, towards maintenance charges for 24 months which shall be paid by you at the time of possession plus tax applicable at the time of possession, the maintenance will be applicable from the date of O/C certificate or possession for furniture work whichever is earlier.
- 12) You have agreed and confirmed that **.....** is payable by you over and above the cost of the said Flat towards betterment development charges, legal fees etc. which shall be paid as and when demand is made by us on that behalf and the said amount is non – refundable and is payable prior to registration of the Agreement for Sale.

- 13) 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 \_\_\_\_\_ and you shall not have any objections in this regard, subject to compliance with RERA.
- 14) The transaction covered by this agreement is understood to be a sale liable under the Value Added Tax (VAT) and Service Tax as per the existing regulations. The VAT and Service Tax or any other tax that is liable to be paid or may become liable to be paid in future under any statute Central to State shall be payable by the purchasers.
- 15) You are requested to sign in confirmation of accepting the terms as mentioned hereinabove by subscribing your signature on this letter and copy of this letter.
- 16) The carpet area as per RERA circular No.:- 4/2017 (clarification of calculation of Carpet area as defined under section 2(k) of the Real Estate (Regulation and Development) Act 2016) shall include the RCC columns offset, however the actual carpet area on site shall differ because of skirting, POP, Tiling, Plaster and you shall not object to such difference or be entitled to any remuneration for such difference in carpet area.

Thanking you,

*For,* \_\_\_\_\_

**I/ We agree and confirm the same**

**Authorized Signatory**

\_\_\_\_\_

Sr. No.	NOTE
1	Stamp Duty, Registration, Service Tax, VAT and GST charges are subject to change as per the Government Norms, Registration of Agreement for sale should be done within 21 days from the date of booking.
2	Stamp Duty & registration charges to be paid by the Purchaser. Subject to change without prior intimation.
3	Rs.6,000/- Agreement Scanning Charges will be charged at the time registration.
4	Time for Payment of Installments, Deposits and charges is of essence. You are aware that interest applicable as per The Real Estate (Regulation and Development) Act, 2016 (RERA) is payable on all delayed payments.
5	Alteration of the Windows, Grills External Elevation, and façade is strictly not allowed.
6	Please provide 1 Passport size Photo of applicants, original and photocopy of address proof PAN Card, Driving license, Passport, ration Card Voter ID, Aadhaar Card, Proof of Indian Origin (Any One).
7	Booking amount Rs.51,000/-.
8	Flat is not transferable till the time of Possession.