

LETTER OF INTENDED PROVISIONAL ALLOTMENT

REF NO:

Date: _____

TO,

Ref: Intended Provisional allotment of Apartment No. " " on the " " Floor in " " Wing in our sanctioned building named as "Aishwarya Heights" situated at CTS No. 1020 in the Revenu Village Mulund East, Mumbai Suburban Hereinafter referred to as the 'said Apartment'

Dear Sir/Madam,

1. The Promoter is developing residential Project named **"Aishwarya Heights"** situated at CTS No. 1020 in the Revenu Village Mulund East, Mumbai Suburban. **(Hereinafter referred to as the 'said Project')**

2. On the Allottee/s agreeing to the terms by endorsing his/her/their consent on the foot of this writing, the Promoter will be pleased to allot to the Allottee/s at their request, subject to what is stated herein ____ **BHK Apartment**, tentatively bearing No. ____ **on ____ Floor in Wing ____** of the said building as per the plans shown to you, approximately ____ **sq.ft.** equivalent carpet area for a lump sum consideration of **Rs.____/-(Rupees _____Only)** which is Inclusive of proportionate charges of Rs.____/- for common area and exclusive of all types of Deposits, Property Taxes, Maintenance Charges, Miscellaneous Cost, Society Charges, Electric Meter Charges, Stamp Duty, Registration Charges, Legal Charges, cost of formation of Co-operative Society etc. In addition to above-mentioned consideration and such other charges as deem fit and proper to the Promoter,

Allottee shall, as per the rules and regulations, pay charges towards Service Tax and VAT and other statutory payments/ charges as may be required.

3. The Allottee/s has/have paid a sum of **Rs._____/- (Rupees _____ Only)** by way of earnest Money and the payment of the balance consideration amount and such other charges as mentioned herein including Promoter deems fit and proper within the prescribed time, _____. Further all payments including consideration amount shall be paid by the Cheque/Pay Order/Demand Draft, in the favour. “_____ **Bank A/c No.** _____” as per the Payment Schedule/Installment Pattern mentioned below and subject to other clause of this allotment:

4. Payment Terms:-

4.1. The above said project is eligible for 30:70 scheme by the Promoter wherein the Purchaser will be liable to pay to the Promoter as per the payment schedule below:

PAYMENT SCHEDULE

(i)Rs. _____/- (Rupees _____Only) on or before the execution of these presents);

(ii) Rs._____/ (Rupees _____Only) on Casting of Plinth;

(iii) Rs._____/ (Rupees _____Only) on Casting of 1st Slab;

(iv) Rs._____/ (Rupees _____Only) on Casting of 2nd Slab;

**(v) Rs._____/ (Rupees _____Only) on
Casting of 3rd Slab;**

**(vi) Rs._____/ (Rupees _____Only) on
Casting of 4th Slab;**

**(vii) Rs._____/ (Rupees _____Only) on
Casting of 5th Slab;**

**(viii)Rs._____/ (Rupees _____ Only)
on Casting of 6th Slab;**

**(ix) Rs._____/ (Rupees _____
Only) on Casting of 7th Slab;**

**(x) Rs._____/ (Rupees _____ Only)
on Casting of 8th Slab;**

**(xi) Rs._____/ (Rupees _____Only)
on Commencement of Brick Work;**

**(xii) Rs._____/ (Rupees _____Only)
on Commencement of Plaster Work;**

**(xiii) Rs._____/ (Rupees _____Only)
on Commencement of Flooring Work;**

**(xiv)Rs._____/ (Rupees _____ Only)
Commencement of the Sanitary Work;**

Rs. _____/(Rupees _____)

Within 15 (fifteen) days from the date of intimation by the Promoters to the Allottee/s that the said Apartment is ready for Possession, which is/shall be payable by the Allottee/s to the Promoters by way of Pay Order /Demand Draft Only to be made in the name of “M/S _____”;

The agreed consideration is exclusive of all Taxes, levies, charges, stamp duty, registration and expenses incidental thereto and same shall be payable along with or without consideration by the Purchaser/s as and when demanded within such prescribed time.

4.2 The Allottee shall be bound and liable to pay as & when demanded within prescribed time all charges & payments that are required to be made to any government authorities or local bodies viz. Service Tax, VAT or any other statutory charges are in force today or as may be applicable from time to time.

4.3 The Allottee shall on or before delivery of possession of the said Apartment pay to the Promoter, the following amounts:-

i. Rs. ____/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.

ii. Rs. ____/- for formation and registration of the Society or Limited Company/Federation/ Apex body.

iii. Rs. ____/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body

iv. The Allottee shall pay Rs._____-/- to Promoter as reimbursable cost which is paid by the Promoter on behalf of Allottee.

V. Rs..... For Deposit towards Water, Electric, and other utility and services connection charges &

VI. Rs _____ for deposits of electrical receiving and Sub Station provided in Layout.

4.4 In case the Allottee/s fail or make a delay in any of the payments then he shall be liable to pay to the Promoter, interest as specified in the Rules and Regulation under RERA Act, 2016 on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter. Without prejudice to the right of promoter to charge interest in terms of this allotments Letter, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this allotments Letter and on the allottee committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this Allotment Letter ipso facto.

4.5 However upon termination of this Agreement as aforesaid, the Promoter shall refund to the Allottee within a period of thirty days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter subject to adjustment and recovery of liquidated damages or any other amount which may be payable to Promoter subject to adjustment and recovery of liquidated damages on account of losses of whatsoever nature arising out of such Termination or any other amount which may be payable to Promoter.

5. The Allottees further confirm that:

The Allottees are aware that this letter is "Letter of Intended Provisional Allotment", issued on an understanding and assurance given by the Allottee/s or their nominees to the Promoter that the Allottee/s or their nominees, have prior to the issuance of this allotment letter satisfied themselves, regarding the title of the Promoter said project in all manners and have been shown the approved Plan, and the Allottees have confirmed to the Promoters that the same is acceptable to the Allottee/s.

5.1 This Allotment Letter is given in accordance with the plan approved as per IOD Dated _____ and Commencement Certificate Dated _____. The Agreement for Sale for the said Apartment shall be executed as per the final approved plans setting out the detailed terms and final sale plan. This Allotment letter shall not be otherwise treated or produced in any other way apart for the purpose mentioned herein.

5.2 The Allottee/s hereby agree and are totally clear about the fact that the said has been allotted to them on the basis of the Plans approved and sanctioned from the SRA/BMC/MCGM or the competent authority the Promoters for the development of the said property may require to alter, amend, modify and/or change the plans and specifications Provided that the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

5.3 The possession of the Apartment shall only be handed over to the Allottee after the full payment of agreed consideration recorded hereunder and all other sums as may be recorded hereunder and under the terms of the Agreement that may be executed subsequently between the parties. The Allottee hereby agree and undertake that incase the Allottee/s desire to sell off/transfer the said Apartment to any third party after the Letter of Intended Allotment is issued, the Proposed Allottees and the Seller i.e. the Allottee/s, shall not be permitted to transfer the said Apartment without the written consent of the Promoters.

5.4 The Allottee/s hereby undertake to compulsorily execute the Ownership Agreement for Sale within 30 days from the intimation by the Promoters, and the Allottee/s shall pay the necessary VAT, Stamp duty, Registration charges, legal charges and any other taxes /levis, charges which may be applicable by Government, Semi Government or any other authority/ies from time to time shall be paid by the

Allottee over and above the agreed consideration. In case the Allottee is not executing the Agreement for Sale as per the intimation of the Promoters then this LETTER OF INTENDED PROVISIONAL ALLOTMENT for the said Apartment shall stand cancelled, and the Promoters shall be at a liberty to deal with the said Apartment in any manner they deem fit and proper. It shall be mandatory and binding on the Allottee/s that upon execution of Agreement for Sale, the Allottee shall return this Letter of Allotment to the Promoter and the same shall be automatically cancelled and shall consider as void.

6. This Letter of Intended Provisional Allotment broadly sets out the terms of Allotment of said Apartment and the details terms of sale shall be as such be recorded in the Agreement to be executed between the parties for the date. Further this intended letter of Allotment shall be subject to sales Policy of the firm throughout which you have fully read, understood and agreed.

7. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Promoters, shall not be constructed as a waiver on the part of the Promoters of any breach or non-compliance of any of the terms and conditions of this letter by the Allottee/s, nor shall the same, in any manner, prejudice the rights of the Promoters.

8. The Allottees hereby confirm that they have fully read and understood the foregoing recitals and have agreed and accepted the same.

I / we agree and confirm to all the terms and conditions of this letter of intended provisional allotment.

SIGNED AND DELIVERED BY THE)

Within named "**PROMOTERS**")

M/s. _____)

(formerly known as M/s. _____)

Through its Director/Partner/Proprietor)

Mr. _____)

In the presence of ...)

1.

2.

SIGNED AND DELIVERED BY THE)

Within named "**PROPOSED ALLOTTEE/S**")

_____)

In the presence of ...)

1.

2.

RECEIPT

RECEIVED with thanks from _____ a sum of **Rs._____/- (Rupees _____ Only)** Booking Amount against the Booking/Allotment of **Apartment No. “_____”** of the building namely “_____” on the “_____” **Floor in Wing “_____”** In the following manner:

Cheque Date	Cheque No.	Drawn on	Amount

WITNESS:

- 1.
- 2.

I/We Say Received

Rs._____/-

(formerly known as M/S_____)

Director