

To,

Sub : Letter of Intent to Reserve Flat No. _____ on _____ Floor, Rajshree Forty Three East, Building No. 43, Pantnagar Shivkunj Co-op. Hsg. Soc. Ltd., Pant Nagar, Ghatkopar (E) Mumbai- 400075.

Dear Sir,

- (1) We hereby confirm that we have agreed to reserve and allot for you, **Flat No. _____ on _____ Floor**, in the building to be reconstructed and to be known as “**RAJSHREE FORTY THREE EAST**” at **Building No. 43, Pantnagar Shivkunj Co-op. Hsg. Soc. Ltd., Pant Nagar, Ghatkopar (E)**, having a RERA Carpet Area _____ **Sq.mt.** along with _____ car parking slot in mechanical tower parking/ stilt parking space no. _____ for the total consideration of **Rs. _____ (Rupees _____ only)**. You have agreed to pay us the consideration as mentioned in the schedule herein below.
- (2) Stamp Duty, Registration Charges, GST will be borne and paid by us. Maintenance expenses including Property Tax will be borne and paid by you.
- (3) The time for the payment of the balance consideration is the essence of the contract. You shall be liable to pay the interest as per the Real Estate (Regulation and Development) Act 2016 if you commit any default or delay in payment of any installments as mentioned in schedule. The payment & acceptance of interest shall not be constructed as a waiver of any of your obligation.
- (4) In case, the payments are delayed beyond 30 days from their respective due dates then, we shall be entitled at our own option to terminate this letter and forfeit the earnest money. We propose to hand over possession by _____. The possession of the said premises shall always be subject to force majeure clause i.e. any unforeseen circumstances beyond our control or being abnormal or in the event of non-availability of building materials, or delay due to sanctions of competent and concerned authorities or change in laws/rules etc. However before termination of the allotment, we will give 15 days prior notice in writing to enable you to pay the outstanding consideration and the interest. We will exercise power to terminate only if you fail to pay such amount along with interest within 15 days from the receipt of such notice. If you fail to execute Agreement for Sale and register the same within 30 days or such further time as may be extended by us, we shall be entitled to cancel the reservation and return sum of **Rs _____/-** paid by you without interest and thereafter deal with and dispose off the said flat as we may deem fit and create rights in favour of 3rd party.
- (5) The letter shall be treated as letter of intent to reserve the above said flat for you. A formal Agreement for Sale in the standard form incorporating all the terms, conditions and provisions of the Real Estate (Regulation and Development) Act 2016 will be executed in favour of yourself and thereafter this reservation will stand confirmed and the terms of the Agreement for Sale shall be valid and binding.

- (6) You confirm, acknowledge and agree that you shall not let, sub-let, transfer, assign or part with the possession of the said Flat without prior written permission of us.
- (7) You are herewith informed that, deduction & payment of TDS as per applicable rate from time to time is your liability and you shall submit Form 26QB, Challan & Form 16B as a part of Total Consideration.
- (8) **The flat will be in raw condition (Excluding all the internal amenities/Features).**

Details of Slab Installment

[illegible]

Please confirm the above arrangement by signing this letter.

Mumbai, this _____ day of _____, _____.

Thanking you,
Yours faithfully,

For Rajshree Shivkunj Developers LLP

I/We agree and confirm the above

Partner /Authorized Signatory

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