

By Hand

Date:

To,

Mr/Mrs/M/s.

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PAN NO.

Sub: Provisional Allotment of Flat No. _____ admeasuring _____ Sq. ft. carpet approximately equivalent to _____ Sq. Mtrs. , _____ RERA Carpet area, on _____ Floor in Wing '_____' in the project known as _____, situated at _____.

Area :

Flat No.

Total Value :

Dear Sir/Madam,

1. We are developing a Project “_____” duly registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing registration no _____
2. With reference to your provisional Allotment of the said flat upon you handing over to us a cheque of Rs. _____ Cheque No. _____ , dated _____ , drawn on _____ Bank towards the initial interest free deposit amount we acknowledge the receipt of the same.
3. It is agreed and understood that the allotment of the said flat is only provisional.
4. You have also agreed and confirmed that you shall execute a written agreement for sale in respect of the said flat, subject to making 10% of the total value of the said flat or as and when called to you for executing the agreement, whichever is earlier.
5. You are aware that we are entitled to develop and construct a Residential / Commercial Complex in accordance with the plans sanctioned by the Municipal Corporation for Greater Mumbai, we are developing and are constructing thereon building/s to be

known as “_____” consisting *inter alia* of ground floor plus ‘____’ upper floors as per amended plans.

6. 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.
7. The total consideration for the flat is Rs._____ /- You hereby confirms 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 at the rate of 2% 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.
8. Rs._____/-, being 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).
 - a. Rs._____) ,on or before _____
 - b. Rs._____) ,on or before _____
 - c. Rs._____) ,on or before _____
 - d. Rs._____) ,on or before _____
 - e. Rs._____) ,on or before _____
 - f. Rs._____) ,on or before _____
 - g. Rs._____) ,on or before _____
 - h. Rs._____) ,on or before _____
 - i. Rs._____) ,on or before _____
 - j. Rs._____) ,on or before _____
 - k. Rs._____) ,on or before _____
 - l. Rs._____) ,on or before _____
 - m. Rs._____) ,on or before _____
 - n. Rs._____) ,on or before _____
 - o. 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.

9. 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 ____ months from the date of execution of Sale Agreement.
10. You have agreed and confirmed that the total charges of stamp duty, registration and all taxes shall be borne by you before taking possession in or on or before O.C. certificate comes, whichever is earlier.
11. You have inspected the Approved plans and the Title documents of the property; however we are entitled to modify the plans as required by MBMC.
12. 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.
13. You have agreed and confirmed that Rs. _____ is payable by you over and above the cost of the said Flat towards betterment development charges, legal fees, Water deposit charges and Membership fees, Electricity deposit and other deposit etc. which shall be paid as and when 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.
14. 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.
15. I/We hereby give my/our no objection, We seek extensions or obtain new certificate for completion of the said project from i.e. Maharashtra Real Estate Regulatory Authority and also for amendment of existing I.O.D, C.C and sanctioned plan.
16. The transaction covered by this agreement is understood to be a sale liable under the Good Sale Tax (GST) and as per the existing regulations. The GST or any other tax that

is liable to be paid in future under any statute Central to State shall be payable by the You in respect of said flat.

17. 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.

Thanking You,

For, M/S _____

I/We agree and confirm the same

PARTNER _____