

ALLOTMENT LETTER

Date: [_____]

To,

[Name of the Purchaser],
[Address of the Purchaser].

Dear Sir,

Sub: Allotment of Flat/Shop/Office/Plot/Unit No. [_____] on [_____] Floor in the [_____] wing of the proposed building known as "Bhavya Heights" ("Project") which is under construction on the land bearing CTS no. 1305-A/2 admeasuring 1640.50 square meters and in the revenue village Kandivali, Borivali Taluka being at [_____].

(1) This is to inform you that you have been provisionally (without binding ourselves) allotted Flat/Shop/Office/Plot/Unit No. _____ on _____ floor in the _____ wing in the proposed building "Bhavya Heights" admeasuring about _____ square feet carpet area and (an open/enclosed) balcony admeasuring [_____] square feet carpet area ("Flat/ Shop/Office/Plot/Unit") and [_____] covered car parking space(s) bearing no. [_____] at the [_____] level ("Car Parking Space") (Flat/ Shop/Office/Plot/Unit and Car Parking Space is hereinafter collectively referred to as the "Premises"), subject to the following terms and conditions:

- (i) You have perused and satisfied yourselves as regards the sanctioned plans of the proposed building under construction and the requisite approvals, site conditions and title documents. You are also aware that the Project is registered under no. [_____] under the provisions of the Real Estate (Regulation & Development) Act, 2016 ("RERA").
- (ii) As agreed between us, the lumpsum consideration for the Premises is Rs.[_____] (Rupees [_____] only) ("Sale Price").



- (iii) Subject to the timely payment of the Sale Price as agreed, we will enter into an appropriate agreement for sale at the appropriate stage, setting out detailed terms and conditions of sale of the Premises at a later date.
- (iv) In addition to the Sale Price, you will also bear and pay the legal charges, duties, share money, security deposit, advance maintenance charges, electricity and water deposit, society formation charges and other charges, which will be mentioned in the agreement for sale.
- (v) The stamp duty and registration charges payable on such agreement for sale will be also borne and paid by you only.
- (vi) This letter is not intended to create any right or interest in the Premises or on the land on which the proposed building is to be constructed.
- (vii) Since, this letter does not amount to any creation of any right in the Premises; we shall be entitled to make any additions and alterations in the sanctioned plans, layout plans and specifications, as may be permitted by the law, without your previous consent.
- (viii) This letter shall not be treated as any agreement or understanding between us for sale of the Premises unless and until a formal agreement for sale is executed between us and registered with the concerned Sub-Registrar of Assurances.
- (ix) You shall execute appropriate agreement as and when called upon by us and pay the Sale Price as per the schedule given in **Annexure "A"** given herein below. Time shall be the essence of this contract. If you fail to execute and register the agreement for sale as and when called upon by us, we shall not be responsible for any default under the RERA and the sole responsibility for such delay will be to your account. For any delay in payment from your end, without prejudice to our right to terminate this allotment letter, an interest at the rate prescribed under the RERA would be applicable on the outstanding amount post the due date till payment thereof.
- (x) Notwithstanding the aforesaid, any failure on your part in making payments within the stipulated time, without prejudice to our right to charge interest on the delayed payment, we reserve our right to cancel this allotment, forfeit [___%] of the Sale Price, refund the balance amount without any interest and further allot the Premises to a third party.

[Handwritten signature]



- (xi) All the necessary taxes like GST and any other statutory taxes levied by the government or any other statutory authority shall be borne and paid by you over and above the Sale Price without any recourse to us.
- (xii) The amounts paid upon issuance of this letter shall be kept deposited with us as earnest money deposit and the same shall be appropriated towards the Sale Price subject to execution of agreement for sale.
- (xiii) As this letter does not confer any right or interest in the Premises, you will not be entitled to transfer or assign the same or seek specific performance for sale of the Premises to you.
- (xiv) Under any situation you are not entitled to terminate this allotment and cancel your booking and/or sell your Premises to any third party without prior intimation to us until possession. Further, if the booking is cancelled by you, for whatsoever reason, we shall only be liable to return the amount paid by you without any interest and after deducting [___ %] of the Sale Price towards cancellation charges.
- (xv) You are also made aware that we are free to raise finance for the Project, however, before execution of the agreement for sale we will seek the no objection of the lender, if such mortgage is created.
- (xvi) Further, because of any regulatory issues and/or force majeure, we decide to discontinue with the project, we reserve our right to cancel this allotment and refund the amount paid by you without any interest thereon.
- (xvii) All the payments towards the Sale Price shall be made by a local cheque/Pay Order/ Demand Draft drawn in favor of ['_____'].
- (xviii) All notices to be served upon you as contemplated in this letter shall be deemed to have been duly served if sent to you by Post/Hand Delivery/ Registered A.D. to the address given hereinabove.
- (xix) This allotment letter shall cease to be of any effect upon:
 - a. Cancellation/termination of this allotment letter; or
 - b. Execution and registration of the agreement for sale;

whichever is earlier.

- (2) If the above-mentioned terms for the provisional allotment of the Premises are acceptable to you, then kindly confirm the same on duplicate hereof.



Thanking you,

For [_____]

Authorized Signatory

I/We Confirm contents of this allotment letter and agree to abide by it.

[Purchaser]

Encl: Payment Schedule for your Premises.



Annexure "A"

¹[PAYMENT SCHEDULE]

Sr. No	Particulars	Percentage of Sale Price

¹ The payment under this allotment letter cannot exceed 10% of the Sale Price. The agreement for sale has to be registered before receiving any additional amount.

