PROVISIONAL ALLOTMENT LETTER

Date: _________, 201_

To,
Mr./Mrs. ____________________,

_______________________________.

Sub: Provisional Allotment of the flat together with covered/stack parking space as more particularly described in the Second Schedule hereunder written (**"the said Flat"**) in the project Vijay Vatika – 5 undertaken by us ("**the Project**") on portion of the said Property described in the First Schedule hereunder written by constructing one Building viz; Building No. 5 (the Proposed Building) on portion of the said Property.

Dear Sir/Madam,

1. You have expressed your desire to acquire from us the said Flat together with covered/stack parking space in Project proposed to be constructed by us on the said Property.

2. You are aware that, M/s. Vijay Grihanirman Pvt. Ltd. our predecessor-in-title by and under diverse registered Development Agreement had acquired development right in respect of the land bearing Survey No. 231, Hissa No. 5(p), and subsequently by virtue of mutation entry no. 2051 renumbered as Survey No.231, Hissa No.5 (a) adm. area 900 sq.mtrs,, Survey No. 231, Hissa No. 5(p), and subsequently by virtue of mutation entry no. 2051 renumbered as Survey No.231, Hissa No.5 (b) adm. area 900 sq.mtrs and Survey No. 231, Hissa No. 5(p), and subsequently by virtue of mutation entry no. 2051 renumbered as Survey No.231, Hissa No.5 (c) adm. area 5410 sq.mtrs. totally adm. 7210 sq.mtrs. lying, being and situate at village Kavesar, Taluka and District Thane, Registration & Sub-Registration District Thane (the said Property) and had developed portion of the said Property by constructing Building No.1 to 4 under project name "Vijay Vatika" as per the plan sanctioned by the Thane Municipal Corporation (the Corporation).

3. By and under registered Deed of Transfer and Assignment of Business dtd. 27/04/2015 we have acquired development right of remaining portion of the said Property together with benefit of prevailing FSI as per D.C. Rules and also FSI which may be accrued in future due to change in D.C. Rules from M/s. Vijay Grihanirman Pvt. Ltd. inter-alia became entitled to develop remaining portion of the said Property by consuming the balance FSI as well as FSI which may be accrued in future.

4. Vijay Grihanirman Pvt. Ltd. had made applications for the approval of plans to the Corporation for construction of 1 Building, the Corporation has approved the plans for construction of 1 Building by granting Sanction of Development Permission / Commencement Certificate vide V.P.No. 2002/89/TMC/TDD/284 dated 22/12/2011.

5. We had made an application to the Corporation inter-alia to revise the sanction plan to construct stack parking on portion of the said Property which came to be sanctioned by the Corporation vide V.P.No. 2002/89/TMC/TDD/60 dtd.22/06/2016.

6. You are aware that, as per Sanction of Development Permission / Commencement Certificate vide V.P.No. 2002/89/TMC/TDD/284 dated 22/12/2011 r/w. revised Amended V.P.No. 2002/89/TMC/TDD/60 dated 22/06/2016, we are entitled to construct Building No.5 comprising of Stilt + 11th floors on portion of the said Property (said Project).

7. Pursuant to your request, we have provided you all information, explanations and clarifications and you have taken inspection of the title documents in respect of the said Larger Land and also the existing approvals, permissions, sanctions, licenses etc. presently obtained by us for the development of the Project including the sanctioned and proposed plans presently obtained/to be obtained and satisfied yourself inter alia about our entitlement to develop the said Land, the details and specifications of the Project and you have independently carried out all necessary due diligences inter alia legal and architectural total FSI of the of the said Project and have satisfied yourselves completely in all regards and hereby undertake not to raise any queries, objections, contentions etc.

8. You are aware that, we have registered the Project with the Maharashtra Real Estate Regulatory Authority (**"MahaRERA"**) under provisions of the Real Estate (Regulations and Development) Act, 2016 (RERA) and rules thereunder vide registration No. __________. You have inspected the MahaRERA Online Portal wherein details of the Project have been uploaded by us and have also inspected the draft Agreement for Sale (**"Proposed Agreement"**) to be executed between us and understood the terms and conditions mentioned therein.

9. In consideration of acquiring the said Flat, you shall pay to us a total lump - sum purchase price of **Rs. [__________]/- (Rupees [_________________________] Only)** and which includes the proportionate price of the common areas and facilities appurtenant to the said Flat as set out in ***Annexure "¶]"*** hereto and you shall pay to us a total lump - sum purchase price of **Rs. [_________]/- (Rupees [______________________] Only)** of covered parking space, total aggregate consideration amount of the said Flat including covered parking space is thus Rs._____/- (Rupees ______ Only) ("**the Purchase Price**") subject to deduction of tax at source under the provisions of Income Tax Act, 1961. The said Purchase Price for acquisition of the said Flat shall be payable by you in installments in the manner set out in ***Annexure "¶]"*** and time for payment of each such installment shall be of the essence of this writing. The Purchase Price shall be revised in the event of any increase in the development charges or any other charges payable by the Developer to the Collector or Local Body or any other government authorities.

10. The Purchase Price as aforestated, has been arrived at, after providing a rebate to you and after considering the benefits/rebates/input tax credits available to the Promoter on account of input tax/Taxes/ GST paid / payable in respect to the said Project and the same has been agreed and accepted by you.

11. We confirm receipt of an aggregate amount of **Rs. [_________]/- (Rupees [_________________________] Only)** as advance booking deposit paid on or before the issuance of this letter and the same shall be adjusted towards the Purchase Price at the time of execution of the Proposed Agreement.

12. You have informed us that you will be availing a bank loan ***of Rs. [_________]/- (Rupees [_______________________] Only) under the subvention scheme offered by [__________] ("Bank/Financial Institution"). Under such scheme availed by you, we are authorized to collect payments as per the above agreed payment plan, on or at any time before the due date, based on the standard terms of the subvention scheme of the concerned Bank/Financial Institution (Only if applicable).*** In case the Bank/Financial Institution approves a lower sum than the proposed loan amount mentioned above, you agree to pay a higher upfront payment as may be demanded by us. The sanction and disbursement of the loan amount by the Bank/Financial Institution depends on your eligibility and we shall not be responsible if the said loan is not sanctioned and/or if the Bank/Financial Institution refuses to disburse the same as per the payment plan and schedule referred to above.

13. It is clarified that the said Purchase Price of **Rs.[__________]/- (Rupees [_________________________] Only)** payable by you to us towards the said Flat is excluding all taxes, duties, cesses including Goods and Service Tax etc. and also any development charges/betterment charges/new levies/surcharges that may be imposed/levied (now or at any time hereafter) by the Government and/or any other authority ("**Statutory Charges**"); and the same shall be separately charged extra, as applicable, and shall be payable by you (over and above the Purchase Price of **Rs.[__________]/- (Rupees [_________________________] Only)])** on or before execution of the requisite Proposed Agreement.

14. The Allottee of stack/mechanical puzzle Parking shall pay monthly maintenance charges of Rs.____ (Rupees ______ Only) per month to the Promoter towards consumption of electricity, attendant 's salary and Annual Maintenance Contract (AMC) and any other incidental and ancillary expenses in respect thereof.

15. It has been agreed that all the Statutory Charges i.e. taxes, duties, cesses including payment of Goods and Service Tax (whether applicable/payable now or in future) on any amount payable on this transaction, as also any development charges/betterment charges/new levies/ surcharges that may be imposed/levied by the Government and/or any other authority, now or in the future in respect of the said Flat, shall be borne and paid by you alone and we shall not be liable, responsible to bear and pay the same or any part thereof.

16. It is clarified and agreed between us that the time, for making payments of the aforesaid installments of the Purchase Price and all other amounts as set out in this Provisional Allotment Letter is of the essence; and any delay by you in making the aforesaid payment/s (including any delay by the Bank/Financial Institution in disbursing the installment/s for any reasons whatsoever), shall forthwith render this Provisional Allotment Letter terminable at our sole and exclusive option and discretion without any further act and/or reference and/or recourse to you. In the event of our so terminating this Provisional Allotment Letter on account of delay in payment by you, we shall be entitled to impose cancellation and administrative charges of **Rs.[__________]/- (Rupees [_________________________] Only)** and thereupon we shall also be free and entitled in our own right to deal with the said Flat, in any manner as we deem fit in our sole and absolute discretion ***PROVIDED HOWEVER THAT*** we shall not exercise the aforesaid right of termination unless and until a notice of 15 (Fifteen) days demanding the

said payment is given to you ***PROVIDED FURTHER*** that strictly without prejudice to the aforesaid, we may in our sole discretion instead of treating this allotment void as aforesaid, permit you to pay the said installments after their respective due dates but after charging interest thereon at such rate of interest per annum ("**the Agreed Interest Rate**"), as mentioned in Rule 18 of the Real Estate (Regulation and Development) (Registration of the Real Estate Projects, Registration of Real Estate Project, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**RERA Rules**").

17. You have further confirmed to us that an intimation forwarded from us to you along with Architect Certificate at your aforesaid correspondence address, that a particular stage of construction is commenced or completed in the said Project, shall be sufficient proof that such stage of construction is commenced or completed in the said Project. However, it is also agreed by you that the failure of receipt of any such notice/intimation from us requiring such payment, shall not be taken as a plea or an excuse for non-payment of any amount/s on their respective due dates.

18. You agree to sign all applications, papers and documents and do all such acts, deeds and things as required under the law as we may require for safe guarding the interest in the said Project of development of the Proposed Building.

19. You have agreed to bear and pay the stamp duty and registration charges payable on the proposed Agreement in respect of the said Flat. You have agreed to pay the stamp duty, registration fee and incidental charges and to visit our offices for executing the Proposed Agreement within a period of 7 (seven) days from our calling upon you to do so and attend the office of the sub-registrar of assurances for admitting execution of such Proposed Agreement and other incidental documents.

20. You have agreed that you shall not be entitled to transfer the benefits of this Provisional Allotment Letter or otherwise sell, transfer or assign the said Flat to any third party without our prior written consent. In the event if you desire to transfer the benefits of this Provisional Allotment Letter to any third party, you shall be entitled to do so only after you have cleared all your dues under this Provisional Letter of Allotment (including financial charges on delayed payments, other deposit/s and charges) and further subject to your paying the transfer/administrative charges, as may be determined by us at our discretion, towards such transfer. Any consequent stamp duty/registration charges in respect of such transfer shall be borne and paid by you.

21. The Society/ies or such other association of all the purchasers of the flats/premises in the Project (hereinafter referred to as "**the said Association**") shall be formed in accordance with provisions of the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder from time to time and you hereby agree to become a member of the said Association and for such purpose you agree to sign all papers as may from time to time be required by us. You hereby further agree and confirm to sign any other writing or writings and all necessary forms and papers for the purpose of formation and registration of the said Association. You hereby agree to observe the rules and regulations that may from time to time be framed by us or the said Association for the purpose of management of the Proposed Building and the Project and the bye-laws, rules and regulations

of the said Association and amendments and modifications thereto from time to time. You hereby agree that on or before taking possession of the said Flat, you will keep deposited with us in advance various deposits/amounts including legal charges, share money, society formation charges, advance maintenance charges, application/entrance fee etc., in respect of the said Association which shall be more particularly enumerated in the Proposed Agreement.

22. We shall complete construction of the Proposed Building in which the said Flat is situated by [●], subject to force majeure events as set out in the Proposed Agreement

23. Over and above the amounts towards the Purchase Price payable hereinabove and other amounts agreed to be paid by you to us as set out hereto, you shall before taking possession of the said Flat or within a maximum period of 7 (seven) days from the date of offer of delivery of possession of the said Flat (whether or not you have taken possession of the said Flat), whichever is earlier pay to us the following amounts:

    (i) Rs. [●]/-(Rupees [●] only) for the share money and application entrance fee of the Society;

    (ii) Rs. [●]/- (Rupees [●] only) for the proportionate share of taxes and other charges/levies in respect of the Society;

    (iii) Rs. [●]/- (Rupees [●] only) for the deposit towards the provisional monthly contribution towards outgoings of the Society;

    (iv) In addition to the above:

        (i) You shall deposit a tentative sum as may be determined by us towards your proportionate share of Property Tax in advance for a period of [●] months, at the time of taking possession of the said Flat.

        (ii) you agree and confirm that such amounts paid/payable towards maintenance charges and/or Property Tax is tentative and in the event if there is any enhancement/increase in the actual amount of maintenance charges or Property Tax, then you shall be liable to pay such increased/enhanced maintenance charges or Property Tax as per actuals, within the period as may be demanded by us from you without any delay or demure.

24. Notwithstanding what is stated under this Provisional Letter of Allotment or under any provisions of the law, it is hereby clarified that nothing under this Provisional Letter of Allotment shall create or confer in your favour any kind of right, claim and interest in the said Flat and/or any part or portion thereof until Agreement for Sale as per section 13 of RERA Act is executed and registered by and between us and we are in receipt of the entire purchase price/ sale consideration, all installments, deposits, contributions, liquidated damages, charges, taxes, duties and levies and all other amounts (including but not limited any interest and penalty accrued thereupon) in terms of this Provisional Letter of Allotment and the agreement for sale to be executed by and between us.

25. In view of what is stated in para (24) above, you agree not to claim any right, title or interest in the said Flat till the entire Purchase Price, Statutory Charges and other payments payable by you are paid in full. This is not an agreement for sale or transfer of the said Flat in your favor and is merely a confirmation of our intent to allot the said Flat to you, provided you comply with all the terms and conditions contained in this letter.

26. The said Flat shall be capable for being used only for residence and shall not be used for any other purpose by you.

27. You have agreed that, upon making payment of 10% of the cost of the said Flat you shall enter into Agreement for Sale as per the provision of section 13 of RERA Act by making payment of stamp duty, registration charges and other incidental charges as mentioned in para (19) hereinabove without seeking any extension in respect thereof.

28. All disputes, claims and questions whatsoever which may arise, touching or relating to or arising out of this Provisional Allotment Letter or the construction or application hereof or any clauses or thing herein contained or in respect of the entitlements, rights, duties, responsibilities and obligations of any of the parties hereunder or as to any act of commission or omission of any party or as to any other matter in anyway relating to this Allotment Letter shall be resolved in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and rules made thereunder. The courts in Thane shall have jurisdiction for this Allotment Letter and the Proposed Agreement.

29. Please confirm your acceptance of the aforesaid terms and conditions by signing and returning to us a duplicate copy of this Provisional Allotment letter.

THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID PROPERTY)

All that piece and parcel of land bearing Survey No. 231, Hissa No. 5(p), and subsequently by virtue of mutation entry no. 2051 renumbered as Survey No.231, Hissa No.5 (a) adm. area 900 sq.mtrs,, Survey No. 231, Hissa No. 5(p), and subsequently by virtue of mutation entry no. 2051 renumbered as Survey No.231, Hissa No.5 (b) adm. area 900 sq.mtrs and Survey No. 231, Hissa No. 5(p), and subsequently by virtue of mutation entry no. 2051 renumbered as Survey No.231, Hissa No.5 (c) adm. area 5410 sq.mtrs. totally adm. 7210 sq.mtrs. lying, being and situate at village Kavesar, Taluka and District Thane, Registration & Sub-Registration District Thane, within the local limits of the Thane Municipal Corporation.

THE SECOND SCHEDULE ABOVE REFERRED TO :
(Description of the said Flat)

Flat No. [●] admeasuring [●] square mtrs. Carpet area on the [●] floor of Building No. 5 in project known as Vijay Vatika – 5 together with the proportionate share in the common areas, amenities & facilities of the said Building and covered/stack parking space bearing No. _____ situated at ___________ Basement/Stilt/Podium being constructed in the said Building/said Project to be constructed on portion of the said Property described in the First Schedule written hereinabove.

In addition to the above the Allottee(s) shall be entitled to use and enjoy on an exclusive basis [●] square metres of appurtenant and utility area (which is appurtenant and attached to the said Flat and accessible only from the said Flat) and approved in the said presently approved plans as Enclosed Balcony/deck area/ open terrace/ dry verandah/ utility area/service area.

It is clarified that the carpet area of the flat as defined hereinabove is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules (viz. the net usable floor area of the said Premises, excluding the area covered by the external walls, areas under services shafts, exclusive Enclosed balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls, columns of the flat).

Thanking you,

Yours faithfully,
For Vijay Suraksha Realty LLP

Authorized Signatory

I/We, ____ hereby confirm and agree to the terms and conditions of this allotment letter and confirm that I/we shall abide by the same.

Mr./Mrs. _________ Mr./Mrs. _____________

Date: __________________ (_____________)

ANNEXURE '[●]'

DETAILS OF INSTALLMENTS OF PURCHASE PRICE

The total Purchase Price payable by the Allottee to [ ], in respect of the said Flat shall be **Rs.** ____________ **(Rupees** _________________________**).** The said Purchase Price of **Rs.** __________**/- (Rupees** ______________________**Only)** shall be paid by the Allottee to Vijay Suraksha Realty LLP in the following manner, time for such payment being of the essence of allotment:

Sr No.	Milestone	Pmt Due Date	%	Amount (in Rs.)
1	Token Amount		[●]%	
2	Balance Earnest Amt	OnDemand		
3	On Execution of Agreement	On Demand	[●]%	
4	On completion of Plinth	On Demand	[●]%	
5	On Completion of 1st Slab	On Demand	[●]%	
6	On Completion of 3rd Slab	On Demand	[●]%	
7	On Completion of 5th	On Demand	[●]%	
8	On Completion of 7th Slab	On Demand	[●]%	
9	On Completion of 9th Slab	On Demand	[●]%	
10	On Completion of 11th Slab	On Demand	[●]%	
11	On Completion of Top Slab	On Demand	[●]%	
12	On Completion of walls, internal plaster, floorings doors and windows of said flat	On Demand	[●]%	
13	On Completion of Sanitary Fittings	On Demand	[●]%	
14	On Completion of completion of the external plumbing and external plaster	On Demand	[●]%	
15	On Completion of lift and other balance work	On Demand	[●]%	
16	On Occupation Certificate	On Demand	[●]%	
	TOTAL		**100%**	