

PROVISIONAL LETTER OF ALLOTMENT

Date:

To:

Mumbai.

Dear Sir/ Madam,

Re: Allotment of Flat/ Unit No. __ (__ BHK) on __ floor, admeasuring ____ sq. ft. of built-up area / carpet area in the Building known as Jeerawali Residency , situated at Derasar Lane, Ghatkopar (East), Mumbai – 400 077 (hereinafter referred to as **“the said Premises”**)

1. We are developing residential/ commercial building/s known as _____ (hereinafter referred to as **“the said Building/s”**) on the piece and parcel of land admeasuring approximately 3061.60 square meters or thereabouts, bearing C.S. No.5229 to 5243 of Ghatkopar, Kirol Division situated at Derasar Lane, Ghatkopar (East), Mumbai – 400 077 (hereinafter referred to as the said **“Property”**). You are aware that we have obtained/are in process of obtaining all the requisite approvals and permissions from the statutory authorities for the constructions of the said Building/s.
2. You being desirous of acquiring/purchasing a flat(s)/unit(s) in the Building being constructed on the said Property, has/have approached us and requested us to reserve the same for you.
3. As desired by you, and pursuant to your request, we hereby inform you that we are agreeable to reserve Flat/ Unit No. _____ admeasuring _____ sq. ft. built up area/carpet area (hereinafter referred to as **“the said Premises”**) for you, subject to approvals of the plans and any amendment thereof by Municipal Corporation of Greater Mumbai (**“MCGM”**) and/or any other concerned statutory/local authority with such variation and modifications to the plans as may be required by us and/or by MCGM and/or any other concerned statutory/local authority from time to time and on terms and conditions contained herein.
4. The sale price of the said Premises shall be for an aggregate sum of Rs. _____/- (Rupees _____ only) (**“Sale Price”**).
5. It has been agreed that the Sale Price shall be paid in installments, schedule of which shall be provided by us to you. The time for payment of each installment stated in the schedule shall be of essence of the contract.
6. It is further agreed that you shall make payments due to us in accordance with the schedule provided and immediately on receipt of the demand notice in respect of each such installment from us and if payment is not made pursuant thereto, then we shall give you 7 days notice within which you shall be required to pay the amount demanded with simple

interest on outstanding payment @ 2% per month and if you fail to do so then this allotment shall automatically come to an end.

7. As long as there is a statutory obligation on you as a purchaser of the said Premises, you shall deduct tax at source ("**TDS**") under the provisions of the Income Tax Act, 1961 in respect of each payment towards Sale Price and simultaneously pay the same to the competent authorities and immediately provide proof of payment to us. You shall deliver promptly to us and without default, the necessary TDS certificates for each payment made by you enabling us to claim credit for the same. In the event of any default by you in complying with the obligations above referred, it shall be deemed that you have defaulted in payment of TDS and you hereby indemnify us from and against any losses, damages, demands, actions, disputes, claims, costs, charges and expenses of any nature whatsoever suffered or sustained by us against any claim or demand made directly or indirectly in respect of non-payment or insufficient payment of TDS to the competent authorities by you.
8. It is agreed that you will be entitled to occupy and we shall be liable to handover possession of the said Premises on receipt of the Occupation Certificate (OC) thereof however only on you having made all the payment as mentioned in this Letter of Allotment
9. In addition to Sale Price and all other amounts due and payable by you to us as mentioned in this letter, you shall pay to us or our nominee/s the further amounts as may be intimated in respect of formation of the organization of all flat purchasers at the relevant time. The payment towards the additional expenses shall be made within 7 days of the date you are intimated to occupy the said Premises. It is hereby clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and that you agree to pay such other charges and increase in the above charges as we may indicate.
10. It is agreed that you will not be entitled to occupy and we shall not be liable to handover possession of the said Premises unless and until you have made all the payment as mentioned in this Letter of Allotment.
11. We shall be entitled to amend, vary and modify plans, specifications and layout in such manner as we shall deem fit and you shall not raise any objection or dispute in that regard in any manner whatsoever.
12. It is agreed that all tax, duties, cess (whether applicable / payable now or become applicable / payable / levied by the relevant authority in future) including service tax and value added tax or goods and service tax on all amount payable under this letter of allotment or otherwise and/or transaction contemplated herein shall be borne and paid by you alone and we shall never be liable, responsible and/or required to bear and/or pay the same and /or any part thereof.
13. It is further clarified that nothing contained in this letter shall be construed to confer upon you any right, title and interest of any kind whatsoever into or upon the said Premises.
14. This allotment letter is issued on an understanding and assurance given by you to us that you will enter into an Agreement for Sale under provisions of the Maharashtra Ownership Flats (Regulation of the Promotions of Constructions, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the "**said M.O.F. Act**") and the rules made thereunder or other provisions of law applicable thereto. You undertake to execute the said Agreement for Sale as mentioned above and pay the necessary Stamp Duty & Registration Charges, CGST, SGST etc.

15. All the terms and conditions mentioned in the Agreement for Sale shall be binding on you and you confirm that this allotment is the basis of commercial understanding between us.
16. The allotment of the said Premises as contemplated herein is subject to all applicable laws, bye-laws, notifications, rules and regulations as shall be prevalent or as may be imposed by the concerned authorities.
17. Kindly confirm the same, by affixing your signature.

Yours truly,

For _____

I/We Confirm,

Authorized Signatory

Mr./Ms./Mrs./M/s.