

Date:- ____/2/2018.

To,

MR/MRS. _____,

_____.

SUBJECT:- PROVISIONAL ALLOTTMENT OF FLAT.

Madam / Sir,

This is to state that, you are allotted Flat No. ____ on _____ Floor in ____ Wing, area admeasuring about _____ Sq. Mtrs Carpet, in the Project known as **"ROYAL WOOD PARK"** situated at **Village:-Badlapur, Taluka-Ambernath, Dist:-Thane** on the landed properties of Survey No. 23/1, area adm. about 10 Gunthes, within the limits of Kulgaon Badlapur Municipal Council, (Hereinafter referred to as the "the Said Premises") for the consideration of Rs. _____/- (Rupees _____ only)

The Payment Schedule and other terms and conditions of sale of flat/Shop Shall be drawn in the sale Agreement and the purchaser agrees to comply with such terms and conditions and make the payment to the promoters strictly as per Schedule mentioned in Such Sale agreement as under :-

The Allottee has paid on or before execution of this agreement a sum of Rs. _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to that Promoter the balance amounting (Rupees _____ only).

The Payment Schedule and other terms and conditions of sale of Flat shall be drawn in the sale Agreement and the purchaser agrees to comply with such terms and conditions and make the payment to the promoters strictly as per Schedule mentioned in Such Sale agreement.

You are also liable and responsible to pay the requisite Service Tax; Value added Tax, GST, local body tax, and other levies as may be levied by the Central Government, State Government and Semi Government authorities and on payment of the above sale consideration and above amounts the possession of the flat will be handed over to you.

It is further informed to you that, this offer of allotment is valid only till execution of Agreement for Sale and it will not amount to sale of the said flat till necessary sale agreement in pursuance of the Provisions of Maharashtra Act, 2016 and Maharashtra Ownership of Flats Act, 1963 is duly executed and if there is any delay in payment of Consideration then this allotment will stand cancelled and the monies paid by you, will be returned to you as per the Provisions of Maharashtra Act, 2016 and rules made thereunder.

Thanking You.

For _____
(PRABHAVATI CONSTRUCTIONS)

ANNEXURE 'A'
AGREEMENT FOR SALE.

This Agreement made at BADLAPUR, On this ____ of _____ in the year Two Thousand and Eighteen.

BETWEEN

"PRABHAVATI CONSTRUCTIONS" a Partnership firm **through its partner MR. MAHESH PANNALAL GUPTA**, Indian Inhabitant, Hindu Adult, Aged about ____ Years, Occupation:-Business, having its office situated at:- Shop No. f-01, A-13, First Floor, Centurion Mall, Sea Wood Railway Station, Nerul(east), Navi Mumbai- 400706, Hereinafter referred to as "the Promoter of the One Part.

AND.....

(1) **MR.** _____, aged about ____ years, Occupation:- _____, (2) **MR** / **MRS.** _____, aged about ____ years, Occupation:- _____, Both residing at :- _____, hereinafter referred to as "**The Allottee**" of the Other Part.

The Property bearing WHEREAS, the property below mentioned was previously owned by Rafinaz Irfan Gore & Nilama Sohail Kazi. And they had sold the said Property to the owners i.e. Ruhi Binte Nazim Patel & Three others by Registered Sale Deed Dated 25/10/2011 bearing No. 11011/2011 for the consideration of Rs. 6,00,000/- and name of the purchasers are mutated on 10 Gunthas by **mutation entry No. 5696** of Village Badlapur, Taluka-Ambernath, Dist-Thane, within the limits of **KULGAON - BADLAPUR MUNICIPAL COUNCIL.**

Thereafter Ruhi Binte Nazim Patel & Three others had given the aforesaid property to Prabhavati Constructions through its Partner Mr. Mahesh Pannalal Gupta by registered Agreement for Development before Joint Sub Registrar Ulhasnagar-II, bearing No. **1269/2018**, dated **29/01/2018**. As well as the Owners has given the Irrevocable Power of Attorney bearing No. **1270/2018**, dated **29/01/2018**.

Thus "**PRABHAVATI CONSTRUCTIONS**", a partnership firm is having all rights and authority to develop the above property mentioned in "**SCHEDULE A**" and they are having good, right and marketable title to develop the above property.

And Whereas, the Land Owners has sanctioned Building Plan of 2 **Building**, on the said properties mentioned in **Schedule A** bearing No. **K.B.N.P./NRV/B.P/2015-16/8157 Unique NO. 144, dated 05/12/2015**, on the above mentioned property mentioned above and registered the said project at Maharashtra Real Estate Regulatory Authority on _____, wide registration Number **P-**_____.

AND WHEREAS pursuant to the aforesaid Development Agreement and Power of Attorney of the above "**Schedule A**", the party of the first part, "**PRABHAVATI CONSTRUCTIONS**" having all Rights to develop the aforesaid properties specifically mentioned in "**Schedule A**" and the party of the first part had decided to construct **02** building having **Ground + 4 Floors**, as per Plan sanctioned by the Kulgaon Badlapur Municipal Council and they are having all rights to construct and sale of the Flat etc., which is to be constructed on the above said property, more particularly described in the "**Schedule-B**" hereunder written (hereinafter referred to as "**the project land**").

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings on the project land in accordance with the recitals hereinabove;

AND WHEREAS the Vendor/Promoter is in possession of the project land.

AND WHEREAS the Promoter has proposed to construct on the project land **Two Building** on the above property having **Ground + 4 Floors**.

AND WHEREAS the Allottee is offered an Apartment bearing **Number _____**, **On the _____ Floor**, (herein after referred to as the said "**Apartment**") in the Building called "**ROYAL WOOD PARK**"..... (herein after referred to as the said "**Building**") being constructed in the said project, by the Promoter.