

**DRAFT FOR**  
**PROVISIONAL ALLOTMENT LETTER**

TO

DATE :

Mr. \_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_.

Dear Sir / Madam,

Re: Provisional Allotment of Flat No. \_\_\_\_\_ on the \_\_\_\_\_ floor, admeasuring \_\_\_\_\_ Sq.ft (Carpet Area) in the Building Known as **DHOOT NEW SONALI** , situated at sub plot no 3 & 4, Evershine Nagar Malad West, Mumbai-400 064. (**the said Flat Unit**).

1. We are re-developing a residential building known as “**DHOOT NEW SONALI** , (hereinafter referred to as “**the said Building**”) all that the pieces or parcels of land or ground being Sub Plot No.3 and 4, together admeasuring 1057.50 Sq. Mtrs. (as per Conveyance dated 1-1-2014), and bearing Survey No.26/1 & 46/5, Old C.T.S. No.307(P), now bearing New C.T.S. No.307/105 admeasuring about 535.00 Sq. Mtrs. and New C.T.S. No.307/107 admeasuring about 522.50 Sq. Mtrs., of Village Valnai, Taluka Borivali in the Registration District and Sub-District of Mumbai City and Mumbai Suburban together with buildings standing thereon known as ‘New Sonali’ comprising of two wings being ‘A’ & ‘B’ Wings of Ground+2+3(P), hereinafter referred to as the “**said property**” situate

at Evershine Nagar, Malad West in Municipal Ward ‘P’ North within the limits of Municipal Corporation of Greater Mumbai hereinafter referred to as the “**said property**”. You are aware that we have obtained /are in process of obtaining all the requisite approvals and permission from the statutory authorities for the construction of the said Building.

2. You being desirous of Purchasing a flat No \_\_\_\_\_ on \_\_\_\_\_ floor admeasuring approximately \_\_\_\_\_ Sq.ft. (Carpet area) in the said Building being constructed on the said Property(hereinafter referred to as “**said Premises**”), has /have approached us and requested to reserve the said premises for allotment of the same to you subject to approvals of the plans and amendment thereof by Municipal Corporation of Greater Mumbai (“**MCGM**”) and /or any other concerned statutory /local authority with such variation and modifications to the plan 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 condition herein.
3. We confirm and record that pending the execution of Agreement for Sale, we have reserved for you Flat No \_\_\_\_\_ on \_\_\_\_\_ floor in the building **DHOOT NEW SONALI**.
4. We agreed to sell you the FLAT No \_\_\_\_\_ on the \_\_\_\_\_ floor, admeasuring \_\_\_\_\_ Sq.ft, (Carpet area) for the total consideration of Rupees.
5. You agree, confirm and undertake that you shall make payments of all amounts due and payable under these presents, shall also liable to pay all tax, duties, cess (whether Service tax, VAT 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. In the event you fail/delay/neglect to make the payment of amounts due and payable by you to us on or before **Due Date**, then without prejudice to our rights to terminate reservation of the said flat, you shall be liable to pay the amount so demanded alongwith the interest calculated thereon on the outstanding amounts calculated from the Due Date till the date of actual payment.

6. On the basis that allotment made to you is for a \_\_\_\_ BHK flat you also agree to pay additional expenses for certain works as indicated hereunder:

a	Name of Allottee (s).	Mr.
b	Address of Allottee (s)	
d	New Flat no :	
e	Floor No	
f	Consideration of Flat	
g	Agreed Consideration	
j	Legal & Misc. Fees	
k	Total amount:	

The payment toward the additional expenses shall be made within \_\_\_\_ days of the date you are intimated to occupy the said flat. It is hereby clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive that you agree to pay such other charges and increase in the above charges as we may indicate.

7. You hereby agree and confirm and undertake that you shall not have any right, title, interest, claim and /or demand of any nature whatsoever either against us or in respect of the said flat and /or neither you shall be entitled to occupy nor we shall be liable to hand over possession of the said flat to you unless and until you have made all the payments as mentioned in this Letter of Allotment.
8. This letter of Provisional Allotment 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 Construction Sale, Management and Transfer) Act, 1963 & RERA ACT 2016 (hereinafter referred to as the "**said M.O.F.A & RERA Act**"). You undertake to execute the said Agreement for Sale as mentioned above and pay the necessary Stamp duty and Registration charges.
9. We shall at any time be entitled to vary and modify the plans in respect of the said Building and/or amenities to be provided as may be required by the concerned authority; for which you have granted us your consent.
10. In the event of you committing and delay/default in payment of such consideration for the flat reserved, you shall be liable to pay us the interest on such outstanding amounts so demanded calculated from the due date till the realization of payment. We shall be entitled to withhold/terminate the reservation of your Flat at our sole and absolute discretion .

11. You agree and confirm that Sale Price paid by you to us is in respect of the said Flat is calculated on basis of carpet area.
12. All the terms and conditions mentioned herein and in the Agreement for Sale shall be binding on you and you confirm that this allotment is the basis of commercial understanding between us.
13. The stamp duty and registration charges and other incidental charges out of pocket expenses on all documents to be executed with respect to the said Flat, between us shall be borne and paid by you alone.
14. This Provisional Allotment letter shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Provisional Allotment Letter. Any dispute shall be settled by a sole Arbitrator appointed by the Company and the arbitration shall be in accordance with the provisions of the Arbitration and conciliation Act, 1996.

In token of your confirmation of the above, please return to us the duplicate copy of this letter duly signed by you.

Thanking You,

Yours sincerely,  
For Dhoot Developers Pvt Ltd

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I / We Accept

Authorised Signatory

**DRAFT WITHOUT PREJUDICE**