

Date: _____

To,
Mr/ Mrs.. _____

_____.

Subject: Provisional allotment of Flat No__on __ Floor in the proposed building "DRISHTI HOMES" to be constructed on the plot bearing CTS No.13/38/4, 13/1 part, lying, being and situated at Village Mulgaon, Andheri (East), Mumbai: 400 093

Dear Sir/s,

This is to confirm and record that we have provisionally allotted to you Flat No. __ on __ Floor having _____ sq. ft. Carpet Area ("The Said Flat") in the proposed building "" ("The Said Building") being constructed at CTS No. **CTS No.13/38/4, 13/1 part, lying, being and situated at Village Mulgaon, Andheri (East), Mumbai: 400 093** to the following terms & conditions:

Comment [m1]: RERA Carpet Area admeasuring ____ Square Meters with exclusive balcony area Admeasuring ____ Sq Meters

1. The Said Flat is provisionally allotted to you, having Carpet Area of approx sq. ft. with the right to use, occupy, enjoy and possess the Said Flat of the new building at and for the aggregate total lump sum consideration of Rs./-(Rupees Only).
2. We confirm receipt of Rs. ____/- (Rupees ____ Only) as a booking deposit towards allotment of the Said Flat and you agree to pay the balance amount of Rs./-(Rupees Only). towards total consideration as per the payment scheduled given herein **below:**

Comment [m2]: New Carpet Area as per RERA

Comment [m3]: On receipt of 10% of the total consideration we have to compulsorily execute and register "Agreement for Sale" immediately. Kindly also note that if 10% of the total consideration is not received within 30 days, then ____% of the Agreement Value is mutually agreed to be liquidated damages will be deducted from payment made by you and balance amount, if any will be refunded to you without any interest

Comment [m4]:

Sr. No. ...

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BALANCE PAYMENT SCHEDULE

Sr.No.	Schedule of Balance Payment	Percentage
1.	On Booking	44.00%
2.	On Casting of 1 st Slab	04.00%
3.	On Casting of 2 nd Slab	04.00%
4.	On Casting of 3 rd Slab	04.00%
5.	On Casting of 4 th Slab	04.00%
6.	On Casting of 5 th Slab	04.00%
7.	On Casting of 6 th Slab	04.00%
8.	On Casting of 7 th Slab	04.00%
9.	On Casting of 8 th Slab	04.00%
10.	On Casting of 9 th Slab	04.00%
11.	On Casting of 10 th Slab	04.00%
12.	On Casting of 11 th Slab	04.00%
13.	On Casting of 12 th Slab	04.00%
14.	On Completion of Plasterwork	04.00%
15.	On Offering Possession	04.00%
	TOTAL:	100.00%

3. The time for making payments of the aforesaid installments is strictly of the essence of this Allotment Letter and any delay by you in making the aforesaid payment/s shall forthwith render this Allotment Letter voidable at our sole and exclusive option and discretion without any further act and/or reference and/or recourse to you and in the event of treating this allotment void, we shall be entitled to forfeit all amount/s till then paid by you to us 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 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 24@ p.a.

Comment [m5]: Each of the instalments mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple instalment linked to number of basements/podiums/floors in case of multi-storied building /wing

Comment [m6]: The rate of interest payable by the allottees to the promoters, shall be at two per cent above the prevalent Prime Lending Rate of State Bank of India prevailing on the date on which the amount becomes due(Rules)

4. You agree to unconditionally sign all applications, papers and documents and do all such acts, deeds and things as we may require for safe guarding our interests in the said project.
5. You agree not to claim any right, title or interest in the Said Flat till the entire consideration and other payments payable by you herein set out is paid in full and you are accepted as the member of the Society (to be formed in due course).
6. We shall be entitled to vary and modify the **plans** in respect of the construction of the building as may be required by the concerned authority. The **area** mentioned is subject to change and the final consideration will vary accordingly.
7. You have also agreed to bear and pay the Stamp Duty and Registration Charges payable on Agreement for Sale whenever executed in pursuance hereof. It is presently estimated that the building will be completed within 30 months from receipt of the full commencement certificate issued by the concerned local authorities, subject to force majeure.
8. You shall be entitled to sell, transfer and assign the benefits in respect of the Said Flat to any person only after execution of the requisite Agreement for Sale and after your having cleared all your dues under this Letter of Allotment (including financial charges on delayed payments, other deposit/s and charges).
9. In respect of any amount remaining unpaid under the terms of this letter, we shall have a first lien and charges etc. in respect of this allotment.
10. You have agreed to pay amount towards the betterment and development charges to be incurred by us in the course of development of the Said Flat, the advance maintenance charges, charges for the formation of the body of purchasers in the building comprising the Said Flat and other incidental charges as may be communicated to you by us at the time of execution of the Agreement for Sale.

Comment [m7]: Any change in plans in respect of construction will require a consent of 2/3rd allottees except if required under the laws and regulation of the local authority for the time being in force

Comment [m8]: The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within ____ days with annual interest at the rate ____ from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan

11. Over and above the consideration and other amounts payable by you, you have agreed and confirmed that that in the event of any amount becoming payable by way of levy or premium, taxes, cess, fees, charges, value added tax, service taxes, or other present or future taxes, payable now or hereafter to the Government or any other statutory authorities by virtue our having agreed to allot the Said Flat to you ("the Said Taxes"), the same shall be borne and paid by the you alone to our exclusion to the Concerned Local Authority or to the State Government.

Comment [m9]: Goods and Services Tax (GST)

12. In the event of your failure/refusal/neglect to make payment of the Said Taxes, for a period of 7 (seven) days from the receipt of a written demand therefore by us, then in such an event, this allotment shall, at our sole and absolute discretion stand forthwith terminated and you will not be entitled to claim any rights or interest in any manner arising under this allotment or incidental thereto and all amounts paid by you to us till then shall at our sole and absolute discretion be forfeited by us PROVIDED HOWEVER that the we shall at our sole option be free and entitled to make payment of the Said Taxes to the concerned authorities and thereafter recover the same from you with interest thereon. Any amounts so paid by us shall be deemed to constitute a first charge on the Said Flat and this allotment.

13. This is not an agreement for sale or transfer of the Said Flat in your favour and is merely a confirmation of our intent to provisionally allot the Said Flat to you, provided you comply with all the terms and conditions contained in this letter.

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

Thanking you,
Yours faithfully,
For DRISHTI DEVELOPERS II.

Patner

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I/We hereby confirm and agree to the terms and conditions of this allotment letter and will abide by the same.

(Allottee's Name and Sign)

Comment [m10]:

Comment [m11R10]: