



# **Omkar Construction**

## **BUILDERS AND DEVELOPERS**

**"ॐ" Kar Tower, Gut No. 46/3, Plot No. 8 & 9, Morivali, Ambarnath (East)**

*Date :* \_\_\_\_\_

Date : .....

### **PROVISIONAL ALLOTMENT LETTER**

Name : \_\_\_\_\_

Address : \_\_\_\_\_

PAN : \_\_\_\_\_

**SUB :** Provisional Allotment of Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.ft. Carpet approximately equivalent to \_\_\_\_\_ sq.mtr. on \_\_\_\_\_ floor in \_\_\_\_\_ Wing In the Project known as **"OMKAR TOWER"** located at \_\_\_\_\_ Tal. Ambarnath, Dist. Thane, Bearing Survey No. ...., District: Thane, Maharashtra.

Carpet Area as per MahaRERA : \_\_\_\_\_ Sq. Mtrs.

Exclusive Balcony/Verandah/

Open Terrace/Dry Balcony : \_\_\_\_\_ Sq. Mtrs.

Flat No. : \_\_\_\_\_

Total consideration of the Flat : Rs. \_\_\_\_\_

Dear Sir,

1. With reference to your provisional allotment of the said Flat and upon your Handing over to us a cheque of Rs. \_\_\_\_\_ vide cheque No. \_\_\_\_\_ dated \_\_\_\_\_, drawn on \_\_\_\_\_ Bank, as advance payment, we acknowledge the receipt of the same.
2. It is agreed and understood that the allotment of the flat is only provisional.
3. You have also agreed and confirmed that you shall execute a written Agreement for Sale in respect of the said flat, subject to making payment of ten percent of the total value of the said flat (plus applicable VAT, Service Tax, Stamp Duty, Registration Fee, LBT, GST, or any other Government levy as may be levied from time to time).
4. You are aware that we are entitled to develop and construct Residential / Commercial Complex as per the prevailing D C Regulation of Ambarnath Municipal Council for project **"OMKAR TOWER"**
5. We also explained to you the phase wise development of the said property as and when permission would be available to us. We have also explained to you that the layout of the said



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property is subject to final approval from concerned authorities with due respect to Real Estate Regulation Act 2016.

6. The Total Consideration for the flat is Rs. \_\_\_\_\_. You hereby confirm the following schedule of the payment and will make the payment accordingly in time. Time being essence of payment, in case of any failure on your part to make payment as per the schedule given here in below we have a right to charge interest @ **SBI MCLR plus 2% per annum** on the due amount, till the date of actual payment from due date of payment together with interest thereon.

WORK STAGE	% OF PAYMENT
To be paid on or before the execution of Agreement	10%
To be paid after the execution of Agreement	20%
To be paid on completion of the Plinth of the building or wing in which the said Flat/Apartment is located in the following manner: (Total – 15%)	
a) On Excavation	5%
b) On footing of Pillars @ Beams	5%
c) On Completion of Plinth work	5%
To be paid to the Promoter for the Slabs in the following manner: (Total on Slab – 25%)	
a) On completion of 1 <sup>st</sup> Slab	4%
b) On completion of each slab from 2 <sup>nd</sup> to 8 <sup>th</sup>	3%
To be paid on completion of the walls, internal plaster, floorings doors and windows of the said Flat /Apartment	5%
To be paid on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat/Apartment	5%
To be paid to the Promoter on completion of the external plaster, elevation, terraces with waterproofing of the building or wing in which the said flat/apartment is located.	5%
To be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said flat/apartment is located	10%
against and at the time of handing over of the possession of the Flat/Apartment to the Purchasers/Allottees on or after receipt of occupancy certificate or completion certificate.	5%



Mob.: 9370116364  
9420803639

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Date: \_\_\_\_\_

**Note-1:**

The total above excludes Cost mentioned in clause No.9 & 10 below.

**Note-2:**

Without prejudice to the right of promoter to charge interest in terms of sub clause 6 above, on the Purchasers/Allottee committing default in payment on due date of any amount due and payable by the Purchasers/Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by concerned local authority and other outgoings) and on the Purchasers/Allottee Committing three defaults of payment of installments, the Promoter shall at his own option, may terminate this agreement.

7. You have inspected the Approved plans and the Title documents of the Land; however we are entitled to modify the plans as required by AMC subject to fulfillment of real Estate Regulation Act, 2017.
8. You also confirm that until the time of the agreement is executed, you shall not have any right, title interest in respect of the said flat and amount paid shall remain with us as non-interest bearing deposit.
9. You hereby also agree and confirm that sum of Rs. .... is payable over and above the cost of the flat towards maintenance charges for 24 months which shall be paid by you at the time of possession plus service tax applicable at the time of possession, the maintenance will be applicable from the date of O/C certificate or possession for furniture work whichever is earlier.
10. You have agreed and confirmed that Sum of Rs. .... is payable by you over and above the cost of the said flat towards Development Charges, Society Formation, Water, Electricity & legal fees, etc. which shall be paid as and when demand is made by us on that behalf and the said amount is non refundable.
11. The transaction covered by this agreement is understood to be a sale liable under the Value Added Tax (VAT), Service Tax, or Goods and Service Tax (GST) as per the existing regulations. The VAT, Service Tax and GST or any other tax that is liable to be paid as on this date is included in the total consideration of the Flat/Shop/Unit mentioned hereinabove. Any additional tax or levies introduced in future under any statute Central to State shall be payable by the purchasers.
12. Extra Work will be allowed only with the prior approval of Management at extra cost as may be fixed from management from time to time. Kindly note that Alteration of the Windows, Grills, External Elevation, and façade is strictly not allowed.
13. You are requested to sign in confirmation of accepting the terms as mentioned hereinabove by subscribing your signature on this letter and copy of this letter.
14. The carpet area shall include the door jams and RCC columns offset, however the actual carpet area on site shall differ coz of skirting, POP, Tiling, Plaster and you shall not object to such difference or be entitled to any remuneration for such difference in carpet area.

Thanking you,

For M/s. OMKAR CONSTRUCTION

I/We agree & confirm the same

For M/s. OMKAR CONSTRUCTION

Authorised Signatory

Partner

( Name of the Customer)