

PROVISIONAL LETTER OF ALLOTMENT

Date :

Place :

To,

Mr/Mrs.

Dear Sir/Madam,

Re: Earmarking of Flat/Shop/Office/Unit bearing No. _____ on _____ floor admeasuring _____ Sq. Meters (Carpet) in Building No. _____ in the scheme to be known as **"SAI SHATABDI RESIDENCY"**,—(hereinafter referred to as the said "FLAT") proposed to be constructed on bearing Survey No.70 Hissa No.1B,1C,1D,1E, 1F totally admeasuring 1110 sq. meters forming the part of all larger property lying being at situated at Village Manda, Taluka Kalyan, District Thane and within the limits of the Kalyan Dombivli Municipal Corporation and within the Jurisdiction of Registration District Thane, Sub-Registration District Kalyan, hereinafter called and referred to as "said property".

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1. You have expressed your desire to purchase the captioned residential flat in the complex/scheme to be named **"SAI SHATABDI RESIDENCY"** proposed to be constructed on the said Property.

2. At your request we have agreed to earmark for you a Captioned Flat/Shop/Office/Unit bearing No. _____ on _____ floor admeasuring _____ Sq. Meters (Carpet) in Building No. _____ in the scheme to be known as **"OM SIDDHIVINAYAK RESIDENCY"**, (hereinafter referred to as the said "FLAT") in the said Complex/Scheme.

That said premises will have Patio/Open Terrace are of _____ sq. meters C.B. Area of _____ sq. meters, Enclosed Balcony of _____ sq. meters which areas shall be for exclusive use and benefit of said premises.

3. We have agreed to earmark the said Flat for the lump sum consideration of Rs. _____/- (Rupees _____)

Only) out of which we have received Flat allotment amount of Rs. _____/- (Rupees _____)

_____ Only) till date from you and balance consideration/amount you have to pay to us as per Schedule A mentioned herein below.

It is specifically agreed, accepted, admitted and confirmed by you that timely payment of all installments as per Schedule A is the essence of the contract. The said allotment amounts received by us shall remain as deposit (interest free) with us till the regular Agreement duly stamped in Standard Form in accordance with the Real Estate (Regulation and Development) Act 2016 is executed between us and only upon execution of the Agreement the same shall stand appropriated towards agreed consideration. In addition to the above, you will be required to pay us charges for legal costs and usual deposits etc.

That you shall on or before possession and as and when demanded by us shall pay without having right to account an amount of your share of money towards Legal Charges, toward Entrance fees and share capital, towards Society formation charges, Proportionate share of taxes and other charges / levies in respect of the Society or the Limited Company, deposit towards provisional monthly contribution towards outgoings of the Society or the Limited Company, toward M.S.E.B. transformer, electric meter and water, connection charge, towards generator/invertors provision for Lift and common passages, toward Solar Equipment and installation, M.S. Grill, charges and expenses, including professional costs of the Attorney at law / Advocates in connection with formation of the said society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye – laws and the cost of preparing and engrossing the conveyance or assignment of lease.

4. It is agreed that time for payment of the above installments including other charges is of Prime essence. If payment of any amount due to us is delayed, then without prejudice to our right to

revoke the earmarking of the said Flat in your favour, you shall be liable to pay us interest as per rules and regulations and @ as will be mentioned in agreement for sale on all such delayed payments. Continued default in making payment of the amounts due to us, for a period exceeding two months, shall, at our option, make the earmarking of the said Flat in your favour, liable for cancellation. In such event 20% of the consideration value shall stand forfeited. The refund of the balance amount without interest will be paid out as per extant policy of refund as framed by us. We shall, in such event, be at liberty to earmark or sell the said Flat to third party or deal with the said Flat in any manner, we like.

5. If an applicant wishes to withdraw from/cancel this booking any time hereafter, for any reason whatsoever, an amount equal to 20% of the Consideration Value shall stand forfeited. The refund of the balance amount will be paid out as per extant policy of refund as framed by us. Request for shifting of booking will not be entertained.

6. In addition to the Applicant/s liability to pay interest as mentioned hereinabove, you will also be liable to pay and reimburse to us, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by us for the purpose of enforcing payment of recovering from you any amount/s or due/s whatsoever payable by you under this Provisional Allotment Letter or the Agreement (when executed).

7. After termination/cancellation/cessation of this Allotment by either Party, We shall be entitled to deal with and dispose of the said Apartment including parking space, if any, to any third party of its choice at such price and on such terms and conditions which the Developer may think fit and proper. In such an eventuality, you will not raise disputes or objections or claims in respect thereof and your claim, if any, shall be deemed to have been waived.

8. You are aware that the present layout of the proposed development is tentative and it is in phases and comprises of construction of one or more building/s for residential and other multiple uses. We may amend or vary the development scheme or layout for optimal use and/or as may be required by sanctioning Authority or any other concerned authority. We shall have full right and absolute authority and shall be entitled to, at any time hereafter to change, alter and amend the layout, plans, designs, elevation, etc. and you agree to grant your consent thereto. You shall not withhold your consent for any such

change, alteration, amendment to the layout plans, designs, elevation, etc so long as we have made available the layout plans, designs and elevations, etc to you either at our office or on the website of the Authority. Further, we shall not be required to obtain your consent in the following events:

- i) any minor additions or alterations.
- ii) any addition or alterations to any club house, common areas, amenities, etc.
- iii) any addition or alteration in compliance of any direction or order issued by the competent authority or statutory authority under any law of the State or Central Government

It is mutually agreed that the consideration with respect to the said Flat is based on the consent provided by you in this letter. In the event you choose to withdraw your consent for any change, alteration, amendment, modification to the layout plans, designs, elevations, etc, the amount of consideration shall include any direct and/or indirect losses, damages, expenses suffered by us in this regard.

9. You have inspected the documents, proposed plans, designs and specifications and the list of amenities proposed to be provided in the flat and common amenities in the complex are listed in **Schedule B** and are fully satisfied with the same and have given your irrevocable consent to the additions, alterations, modifications, variations in the said plan in respect of the said Flat, building and/or layout. In the event of any increase in the area of the said Flat by the concerned authority you agree and undertake to pay such differential amount as demanded by us without any dispute/objection/delay.

10. You have been informed that detailed terms and conditions of allotment/sale shall be incorporated in regular agreement for sale, a draft copy whereof is handed over to you separately and same will be subject to any changes. That you have read and understood terms and conditions of said agreement and on agreeing to same and in consent and confirmation of same you have signed this provisional allotment letter. The allotment of the said Flat shall be given to you only upon execution of the duly stamped regular Agreement. Until then, you shall not have and shall not claim any right, title or interest whatsoever in the said Flat. After execution of a regular agreement, your rights will be governed by such agreement.

11. We will at our discretion form a society or a limited company or an association of persons or any such other organisation of purchasers of premises in the said building/s in Complex, as we

may deem fit. On the Conveyance/transfer of title of the said building to the society/limited company/association of purchasers of premises, such society/limited company/ association of purchasers as the case may be, shall have an absolute clear and marketable title on such conveyance/transfer. We shall endeavor to convey the title of the said property to the society/limited company/association of purchasers of premises in the proposed complex within a period of 3 (three) years from the date of completion of the entire permissible construction on the said property and only on sale of all flats/shops/units in said scheme and receipt of full and final consideration from all purchasers. This stipulation will form part of the regular agreement..

12. You have agreed to execute regular Agreement/s for Sale immediately upon being called to do so. You have also agreed to sign necessary writings, forms, papers and applications for formation/registration of society/company/association for managing the said building together with other purchasers of premises. You have agreed to sign all papers and documents and do all other acts, deeds and things that we may require you to do and execute from time to time for effectively enforcing the terms of this letter and/or for safeguarding our interest or of other purchasers and/or other allottees etc. This Provisional Letter of Allotment shall cease to be of any effect upon :

- (a) Termination/Cancellation of this Provisional Letter of Allotment and/or
- (b) Execution and registration of Agreement for Sale and/or
- (c) Any breach of any of the terms and conditions of this letter or on your failing to sign any papers required by us as hereinbefore provided at our option this Provisional Letter of Allotment shall stand terminated and you shall have no claim in the said Flat or against us whatsoever whichever is earlier.

13. We have availed or will be availing financial assistance from banks/ financial institutions against the land and/or proposed construction and we hereby undertake that such liability shall be cleared by us at our own expenses prior to the transfer of title of the land to the Corporate Body/s /Apex Body. We may enter into any arrangement or agreement with any persons/s for the land /proposed development.

14. You shall have no claim save and except in respect of the said Flat hereby agreed to be earmarked. All open spaces, staircases, lobbies, lifts, unalloted parking spaces, unalloted terraces, garden etc., will remain our property and we will be entitled to deal with the same in the manner we may deem fit.

15. You have agreed and undertaken to abide by the Rules and Regulations that may from time to time be formed/stipulated by us for the smooth construction of the said building and the project to be constructed on the said Property and thereafter for the purpose of management of building proposed to be constructed by us as aforesaid.

16. No holes or changes in materials and colour will be allowed on the exterior walls and chajjas of the premises. No grills will be allowed to be fixed outside the windows. They may be fixed on the internal window sill Only. No changes in the external elevation will be permitted by changing the windows and railing or keeping pots, boards and objects outside the windows or in any other manner whatsoever.

17. You will not entitled to assign, Transfer, License, Sell, Mortgage, Charge or encumber or create any right under this Provisional Allotment Letter. You are not entitled to transfer the benefits of this provisional allotment letter to any third party.

18. You have agreed and undertaken to observe and perform the terms, conditions and covenants contained in this Provisional Letter of Allotment and to keep us indemnified against the loss arising to us on account of non-observance and/or non-performance on your part of the terms, conditions and covenants.

19. Our Advocates and Solicitors shall prepare and/or approve, as the case may be, any deeds and/or documents to be executed in pursuance of this writing.

20. Our rights shall not be prejudiced in any way merely because we have given any concession, relief or extension of time for compliance of your obligations under this Provisional Letter of Allotment.

21. All notices to be served on you as contemplated in this Provisional Letter of Allotment shall be deemed to have been duly served if sent to you through facsimile transmission, email or under certificate of posting to your address given hereinabove.

22. You shall bear and pay all cost, charges towards stamp duty, registration and other expenses, wholly on this writing and on the regular Agreement for Sale of the said Flat in your favour and on all documents to be executed in pursuance of this writings and proportionately on the Deed of Conveyance/ transfer of the said property in favour of any society/company/association of purchasers which may be formed.

23. You shall bear and pay all taxes whether applicable/payable now or become payable in future including but not limited to GST and any other like taxes/ imposts/ impositions, if levied by the Central and/or State Government or any local, public or statutory authorities or bodies in respect of the said Flat and/or transaction and/ or purchase price and consideration payable, then in such event, you shall on a written demand made on you, by us, pay and/or reimburse such amount of tax/ imposts/ impositions (as the case may be), without delay or demur. You shall indemnify and keep us fully indemnified in respect of such claims/statutory dues and the non-payment or delayed payment, thereof.

24. All the development potential of the said Property including the existing and future FSI and/or TDR to arise in any manner whatsoever shall always stand vested with us and we shall always be entitled to utilize and exploit the same on the said Property or any part thereof and/or upon the buildings constructed thereupon in such manner as it deems fit and you shall not object or claim any right for the same hereafter.

25. It is expressly agreed and accepted between ourselves and yourself that you will not have any right, title, interest and claim, etc on the said flat unless you pay the full consideration value of Flat.

26. You agree that in case you are an NRI or non-resident/foreign national of Indian origin/foreign national/foreign company or non-resident, then in that event, you shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, Reserve Bank of India Act and rules/guidelines made/issued there under and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in India.

27. All the terms and conditions mentioned herein and in the sale Agreement shall be binding on you and you confirm that this allotment is the basis of commercial understanding between us.

28. In case of any inconsistency between the provisions of any other prior writings, arrangements or the booking form and this Letter of Allotment, the provisions as contained in this Letter of Allotment shall prevail.

29. This Letter of Allotment is subject to the terms and conditions of the sale agreement.

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

Thank you and assuring you of our best services at all times.

Yours faithfully,
For M/s PRARTHANA ENTERPRISES

Authorised Signatory
For M/s PRARTHANA ENTERPRISES

We agree to abovesaid terms and conditions mentioned above and agree to execute the Agreement for Sale once informed by you.

WE CONFIRM & ACCEPT

(Signature of Purchaser/s)

affix photo with sign
First Applicant

Joint Applicant

(Signature of Purchaser/s)

SCHEDULE A

Consideration of Flat has to be made as per following schedule:

The allottee/s / purchaser/s has/have 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 Builders/Promoters the balance amount of Rs. _____/- (Rupees _____ only) in the following manner :-

- i. 10 % (not exceeding 30% of the total consideration) of total consideration to be paid to the Builders/Promoters after the execution of Agreement.
- ii. 10% (not exceeding 45% of the total consideration) of total consideration to be paid to the Builders/Promoters on completion of the Plinth of the building or wing in which the said Flat/Shop/Unit is located.
- iii. 10% of total consideration to be paid on completion of first slab.
- iv. 5% of total consideration to be paid on completion of Second slab.
- v. 5% of total consideration to be paid on completion of Third slab.
- vi. 5% of total consideration to be paid on completion of Fourth slab.
- vii. 5% of total consideration to be paid on completion of Fifth slab.
- viii. 5% of total consideration to be paid on completion of Sixth slab.
- ix. 5% of total consideration to be paid on completion of Seventh slab.

(not exceeding 70% of the total consideration) to be paid to the Builders/Promoters on completion of the slabs including stilts of the building or wing in which the said Flat/Shop/Unit is located.

- x. 5% of total consideration (not exceeding 75% of the total consideration) to be paid to the Builders/Promoters on completion of the walls, internal plaster, of the said Flat/Shop/Unit.
- xi. 5% of total consideration (not exceeding 80% of the total consideration) to be paid to the Builders/Promoters on completion of the floorings doors and windows the said Flat/Shop/Unit.
- xii. 5% of total consideration (not exceeding 85% of the total consideration) to be paid to the Builders/Promoters on completion of the external plumbing Sanitary fittings, staircases, lift wells, lobbies upto the floor level and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat/Shop/Unit is located.
- xiii. 10% of total consideration (not exceeding 95% of the total consideration) to be paid to the Builders/Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical, 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/Shop/Unit is located.
- xiv. 5% of total consideration against and at the time of handing over of the possession of the Flat/Shop/Unit to the allottee/s / purchaser/s on or after receipt of occupancy certificate or completion certificate.

"Time shall be the essence of contract" for all payments/deposits to be made by the allottee/s / purchaser/s under this Agreement and at law. The allottee/s / purchaser/s hereby agree and undertake to pay each and every installment within 15 (fifteen) days of the respective due dates as per schedule mentioned hereinabove.

SCHEDULE B

(LIST OF AMENITIES)

List of Amenities

1. Flooring

- * Vitrified 2-0" X 2-0" tiles flooring in entire flat.
- * Anti skid ceramic tiles for toilet flooring and Wall tiles upto door height

2. Kitchen

- * Granite Platform and Service Platform with S.S. Sink.
- * Designer wall tiles above platform upto slab level.

3. Doors and Windows

- * Main Door and bedroom doors frame of teakwood with polished.
- * Decorative flush door with both side laminate
- * Standard door fittings
- * Powder coated aluminium sliding window with one way glasss and mosquito mesh.

4. Plumbing

- * Concealed plumbing work, CP Fitting with branded good quality sanitary fittings.
- * Water filter point in kitchen, Gyser point in bathroom, washing machine point in dry balcony.

5. Electrical

- * Concealed copper wiring of ploycap made.
- * Invertor provision for electricity backup.
- * Switches ISI Mark for MCB/ELCB
- * A.C point in each bedroom.
- * Acrylic paint for external works

