

DATED :- _____

PROVISIONAL ALLOTMENT LETTER

NAME : _____

ADDRESS : _____

SUB : PROVISIONAL ALLOTMENT OF FLAT NO. _____, ADMEASURING _____ SQ. FT.
CARPET APPROXIMATELY EQUIVALENT TO _____ SQ.MTR. PLUS _____ SQ. FT.
TERRACE ON _____ FLOOR IN THE PROJECT KNOWN AS "GOVIND HEIGHTS" BEING
CONSTRUCTED ON A PLOT OF LAND SITUATED AT VILLAGE : KANCHANGAON. TALUKA:
KALYAN, DIST. THANE, MAHARASHTRA , BEARING OLD SURVEY NO. 134, HISSA NO. 11,
NEW SURVEY NO. 87, HISSA NO. 11 & OLD SURVEY NO. 81, HISSA NO. 1+2C, NEW SURVEY
NO. 93, HISSA NO. 1+2C.

FLAT NO. : _____

AREA : _____ SQ.MTR CARPET + _____ SQ.MTRS OPEN TERRACE.

TOTAL AMOUNT : _____/-(_____)

DEAR MADAM/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 _____, AS ADVANCE (WE
ACKNOWLEDGE THE RECEIPT OF THE SAME) ON THE FOLLOWING TERMS AND CONDITIONS.

2. IT IS AGREED AND UNDERSTOOD THAT THE ALLOTMENT OF THE FLAT IS ONLY
PROVISIONAL.

3. YOU SHALL EXECUTE A WRITTEN AGREEMENT FOR SALE UNDER THE PROVISIONS OF
RERA ACT 2016 AND RULES FRAMED THERE UNDER IN RESPECT OF THE SAID FLAT,
SUBJECT TO MAKING PAYMENT OF THIRTY 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 COMPLEX AS PER THE PREVAILING D C REGULATION OF KALYAN DOMBIVLI MUNICIPAL CORPORATION FOR PROJECT "GOVIND HEIGHTS"

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 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 : _____/- (_____) YOU SHALL 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.

- A) 10% OF THE TOTAL AMOUNT OF CONSIDERATION TO BE PAID TO THE PROMOTERS BY THE PURCHASER/S ON OR BEFORE THE EXECUTION OF THESE PRESENTS AS EARNEST MONEY OR DEPOSIT (THE PAYMENT AND RECEIPT WHEREOF DOTH HEREBY ADMIT AND ACKNOWLEDGE). THE AMOUNT TO BE PAID AT THE TIME OF AGREEMENT SHOULD NOT EXCEED 10% OF THE SALE PRICE OF THE SAID FLAT)
- B) 15% OF THE TOTAL AMOUNT (NOT EXCEEDING 30% OF TOTAL CONSIDERATION) OF CONSIDERATION IMMEDIATELY AFTER THE WORK OF THE PLINTH IS COMPLETED.
- C) 5% OF THE TOTAL AMOUNT (NOT EXCEEDING 70% OF TOTAL CONSIDERATION) OF CONSIDERATION TO BE PAID IMMEDIATELY AFTER THE SLAB OF THE 1ST FLOOR IS CAST.
- D) 5% OF THE TOTAL AMOUNT (NOT EXCEEDING 70% OF TOTAL CONSIDERATION) OF CONSIDERATION TO BE PAID IMMEDIATELY AFTER THE SLAB OF THE 2ND FLOOR IS CAST.
- E) 5% OF THE TOTAL AMOUNT (NOT EXCEEDING 70% OF TOTAL CONSIDERATION) OF CONSIDERATION TO BE PAID IMMEDIATELY AFTER THE SLAB OF THE 4TH FLOOR IS CAST.

- F) 5% OF THE TOTAL AMOUNT (NOT EXCEEDING 70% OF TOTAL CONSIDERATION) OF CONSIDERATION TO BE PAID IMMEDIATELY AFTER THE SLAB OF THE 5TH FLOOR IS CAST.
- G) 5% OF THE TOTAL AMOUNT OF CONSIDERATION TO BE PAID IMMEDIATELY AFTER THE SLAB OF THE 7TH FLOOR IS CAST.
- H) 5% OF THE TOTAL AMOUNT (NOT EXCEEDING 70% OF TOTAL CONSIDERATION) OF CONSIDERATION TO BE PAID IMMEDIATELY AFTER THE SLAB OF THE 8TH FLOOR IS CAST.
- I) 5% OF THE TOTAL AMOUNT (NOT EXCEEDING 70% OF TOTAL CONSIDERATION) OF CONSIDERATION TO BE PAID IMMEDIATELY AFTER THE SLAB OF THE 10TH FLOOR IS CAST.
- J) 5% OF THE TOTAL AMOUNT (NOT EXCEEDING 70% OF TOTAL CONSIDERATION) OF CONSIDERATION TO BE PAID IMMEDIATELY AFTER THE SLAB OF THE 11TH FLOOR IS CAST.
- K) 5% OF THE TOTAL AMOUNT (NOT EXCEEDING 70% OF TOTAL CONSIDERATION) OF CONSIDERATION TO BE PAID IMMEDIATELY AFTER THE SLAB OF THE 12TH FLOOR IS CAST.
- L) 5% OF THE TOTAL AMOUNT (NOT EXCEEDING 75% OF TOTAL CONSIDERATION) OF CONSIDERATION TO BE PAID AFTER BRICKWORK, INTERNAL AND EXTERNAL PLASTER OF WALLS IS COMPLETED.
- M) 5% OF THE TOTAL AMOUNT (NOT EXCEEDING 80% OF TOTAL CONSIDERATION) OF CONSIDERATION TO BE PAID IMMEDIATELY AFTER SANITARY FITTINGS, STAIRCASE, LIFTS WELL, LOBBIES UPTO FLOOR LEVELS IS COMPLETED.
- N) 10% OF THE TOTAL AMOUNT (NOT EXCEEDING 90% OF TOTAL CONSIDERATION) OF CONSIDERATION TO BE PAID IMMEDIATELY AFTER EXTERNAL PLUMBING, ELEVATION, TERRACES WITH WATER PROOFING IS COMPLETED.
- O) 5% OF THE TOTAL AMOUNT (NOT EXCEEDING 95% OF TOTAL CONSIDERATION) OF CONSIDERATION TO BE PAID IMMEDIATELY AFTER INSTALLATION OF LIFTS & WATER PUMPS, ELECTRICAL PLINTH PROTECTION, PAVING OF AREAS APPERTAIN AND ALL OTHER REQUIREMENTS IS COMPLETED.
- P) 5% OF TOTAL AMOUNT OF CONSIDERATION AND ANY BALANCE AMOUNT OF CONSIDERATION TO BE PAID TO THE PROMOTERS AT THE TIME OF

POSSESSION OF THE FLAT IS GIVEN TO THE PURCHASER/S ON OR AFTER THE RECEIPT OF OCCUPANCY CERTIFICATE OR COMPLETION CERTIFICATE.

NOTE-1: THE TOTAL ABOVE EXCLUDES COST MENTIONED IN CLAUSE NO.9 & 10 BELOW AND TAXES (CONSISTING OF TAX PAID OR PAYABLE BY THE PROMOTER BY WAY OF VALUE ADDED TAX, SERVICE TAX AND CESS OR ANY OTHER SIMILAR TAXES WHICH MAY BE LEVIED IN CONNECTION WITH THE CONSTRUCTION OF AND CARRYING OUT THE PROJECT PAYABLE BY THE PROMOTER) UP TO THE DATE OF HANDLING OVER THE POSSESSION OF THE FLAT/ APARTMENT.

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 INSTALMENTS, THE PROMOTER SHALL AT HIS OWN OPTION, MAY TERMINATE THIS ALLOTMENT.

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 KDMC SUBJECT TO FULFILMENT OF REAL ESTATE REGULATION ACT, 2016.

8. YOU ALSO CONFIRM THAT UNTIL THE TIME OF THE AGREEMENT UNDER RERA ACT 2016 IS EXECUTED, YOU SHALL NOT HAVE ANY RIGHT, TITLE INTEREST IN OR OVER OF THE SAID FLAT AND AMOUNT PAID TILL AGREEMENT SHALL REMAIN WITH US AS NON-INTEREST-BEARING DEPOSIT.

9. YOU HEREBY ALSO AGREE AND CONFIRM THAT SUM OF RS.5 PER SQ.FT 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 ALLOTMENT IS UNDERSTOOD TO BE A SALE LIABLE UNDER THE VALUE 3 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 OR MAY BECOME LIABLE TO BE PAID 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 FACADE IS STRICTLY NOT ALLOWED.

13. 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 REIMBURSEMENT FOR SUCH DIFFERENCE IN CARPET AREA.

14. FOR CONSUMPTION/UTILIZATION OF ALL TYPE OF ENTITLED FSI, WE MAY HAVE TO ERECT ADDITIONAL FLOORS /WING/BUILDING, FOR WHICH YOU WILL NOT OBJECT OR DEMAND FOR REDUCTION OF COST FOR PROVISIONALLY ALLOTTED FLAT.

15. YOU SHALL SIGN AND SUBSCRIBE THIS PROVISIONAL ALLOTMENT LETTER IN ORIGINAL AND DUPLICATE THEREOF IN TOKEN OF HAVING ACCEPTED THE SAME ALONG WITH THE TERMS AND CONDITIONS CONTAINED HEREINABOVE.

THANKING YOU,

FOR M/S. SHIVAM CONSTRUCTION

AUTHORISED SIGNATORY

I AGREE & CONFIRM THE SAME
