

To,

Date :

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Re: Flat No. \_\_\_\_\_ on the \_\_\_\_\_ floor of project Known as "BORIVALI YASH PRABHA CO-OPERATIVE HOUSING SOCIETY LTD", SITUATED AT PLOT bearing bearing Sub Plot No. 4 & 5 forming part of Old Final Plot No. 625, New Final Plot No. 719 TPS III, Borivali (West),**

Dear Sir,

This is to record as follows:

1. You have expressed your desire to acquire the said Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. ft. Carpet as define in RERA Act 2016, excluding enclosed balcony comprising of project land comprising of (Pt) Stilt +(Pt) Ground + 1<sup>st</sup> Commercial Podium 1 and 2 + Podium 3 + Podium 4 + 1<sup>st</sup> to 16 residential Upper floor subject to utilization of permissible TDR/Additional FSI, fungible FSI etc. and subject to approval from MCGM.
2. At your request, we have earmarked in your favour, the said Flat, having RERA carpet area admeasuring \_\_\_\_\_ Sq. Ft. of the said Flat No. \_\_\_\_\_ in the said project, and for the lump sum consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), payable as per the schedule of payment mentioned in Annexure "A" hereto.
3. You have paid us interest free amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) towards booking in respect thereof, (not less than 10% of the total consideration) as per details below:

| Date | By way RTGS/Cheque | Amount | Bank Name |
|------|--------------------|--------|-----------|
|      |                    |        |           |

You shall pay the balance amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) as per payment Schedule recorded in agreement for sale.

4. On receipt of 10% Total Consideration we have to compulsorily execute and register agreement for sale. Kindly also note that if 10% of total consideration is not received within 30 days then 5% of the agreement value is mutually agreed to be deducted as liquidated damages from the payment made by you and balance if any will be refunded to you without interest.



5. You have inspected the approved plans, title documents, sanctions; permissions in respect thereof and after full enquiry, are fully satisfied with the same. You agree and confirm that you have no objection to the same.
6. In case of delay in the payments of installments then you shall be liable to pay to the Promoter, interest as specified in the Rules and Regulation under **RERA Act, 2016** on all the delayed payment which become due and payable by you to the Promoter.
7. The Promoter reserves right to terminate this allotment letter / Agreement for Sale, on commitment of three defaults of payment of installments if the breach or breaches of such payment is not rectified by you, after serving notice of 15 days by **Registered Post AD or mail at e-mail address** provided by you.
8. In event of termination of agreement we shall exercise our option to refund the amount without interest or forfeit as per the circumstances prevailing at that time. In the event that we decide to refund amounts received from you, the refund shall be without any interest and subject to deducting any expenses, charges, costs, etc. @ 10% of Agreement Value as defined in RERA Rules and Regulation Acts 2016, incurred in respect of the above arrangement as may be decided by us and subject to terms and conditions as many be applicable. We shall be free to deal with the said Flat in any manner as we may deem fit without any recourse to us, on termination thereof.
9. You shall be bound and liable to pay us & when demanded within prescribed time all charges & payments that are required to be made to any government authorities or local bodies viz. Service Tax, VAT, Goods & Services Tax or any other statutory charges are in force today or as may be applicable from time to time (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.
10. The present sanctioned layout of the proposed development is in phases and comprises of construction of one or more buildings for residential and other multiple use inter-alia including commercial use. The development scheme or layout is subject to amendments and variations, for optimal use of the land and as permissible by the Municipal Corporation or any other concerned authority from time to time. We reserve the right to alter the plan as per their description and to increase or decrease the area of the Flat allotted, and you will be required/entitled to pay/receive the proportionate value of the resultant changed area, if any, the variation of which, is not estimated to be in excess of 5%.
11. Financial assistance, if any, availed by us, from banks/financial institutions against the land and /or proposed construction, shall be cleared by us at our own expenses, prior to the transfer of title of the land to the proposed Society/Condominium /Limited Company. We may enter into any arrangement or agreement and/or partly or fully assign our rights in respect of the said land/proposed development, to any person/s without creating any charge in respect of the said Flat.



12. On receipt of the Occupation Certificate and subject to conditions stated in the proposed agreement, we shall handover the possession of the said Flat to you.

13. Detailed terms and conditions of Sale shall be incorporate in a standard agreement for Sale, copy whereof, shall be handed over to you in due course. The Agreement for Sale will inter-alia includes conditions/covenants not limiting to:

- a. Your obligations to pay full consideration and all further dues (over and above the agreed consideration) such as deposits, charges including parking, infrastructure charges, share money for formation of the proposed Society/Condominium/Limited Company for the said Project, deposits of various connections payable to the Municipal Corporation/Reliance Infrastructure/ Tata Power etc., deposits in respect of the corpus fund for the said Flat, Project, etc., legal costs, stamp duty registration charges, development charges, taxes, levies, maintenance charges, escalations, etc., as is payable on demand by us.
- b. You shall pay the stamp duty and registration charges on all the documents including the Agreement for sale and proportionately on the Deed of Transfer if any and register the same.

14. On being given a 15 Days prior notice to you to sign a formal agreement for sale, embodying the terms and conditions in detail, you shall pay the stamp duty, sign the said agreement and register the said documents.

15. This writing is merely a letter of intent and is not and does not purport to be an agreement for sale/ purchase of the said Flat. Your rights shall become effective only on execution of the Agreement for Sale though your obligation to pay the consideration amount as per Annexure "A" shall be liable to be discharged, irrespective of whether the Agreement for sale has been executed or not.

Sincerely,

**FOR UNIQUE SHANTI DEVELOPERS LLP.**



**Authorized Signatory**

**We accept and confirm the Terms, Conditions Mentioned Herein & Sign Here.**

**(Name of Party)**