

From:  
Shree Krishna Homes Pvt. Ltd.,  
6, 369 Sethna Manor  
6<sup>th</sup> Road, Chembur  
Mumbai – 400 071

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

To:

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

Dear Sir / Madam,

**Re.: Provisional Allotment of Flat No. \_\_\_\_\_ on the \_\_\_\_\_ floor, of the building known as “Udaya Bhuvan” being constructed on Plot bearing CTS No. 56 (part) of village Chembur, Mumbai 400 071**  
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UPON your request and after negotiations and discussions we have allotted to you Flat No. \_\_\_\_\_ on the 10<sup>th</sup> floor admeasuring about \_\_\_\_ sq. ft. carpet area (“**said flat**”) “**Udaya Bhuvan**” being constructed on **Plot bearing CTS No. 56 (part) of village Chembur, Mumbai 400 071 (“said property”)**. The terms and conditions of the aforesaid allotment would be incorporated in the Agreement for Sale to be executed between us in due course as stipulated herein. We advise further as under:

- (i) You have demanded from us and we have given inspection of all the documents of title relating to the said property and such other documents as are specified Real Estate (Regulation and Development) Act, 2016 (RERA). A copy of the final approved plan of the said flat has also been handed over to you.
- (ii) The purchase price payable by you for the said flat and the manner and schedule of payment thereof is enclosed. The purchase price is inclusive of 1% TDS. Service Tax, Swatch Bharat Cess Value Added Tax (VAT), General Sales Tax (GST) or any other similar taxes which may be levied, with retrospective effect, now or in future in connection with the said flat up to the date of handing over the possession of the said flat shall be separately borne and paid by you alone. Stamp Duty and Registration Charges, legal fees, share money, etc. shall be borne and paid by you.
- (iii) We acknowledge and confirm receipt of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) towards Booking Amount.

- (iv) Within \_\_\_\_ days hereof or within one week of payment of 10% of the purchase price whichever is later, you shall enter into an Agreement for Sale in respect of the said flat as mandated u/s 13(2) of RERA which as aforestated would, inter alia, contain the terms and conditions. If you fail to execute and register the Agreement for Sale within the aforesaid period or within the mutually agreed extended period thereof, we shall at our option be entitled to terminate and/or put an end to this provisional allotment and on such termination you shall have no right, title, interest, claim or demand or dispute of any nature whatsoever either against us and/or the said property and/or the said flat and we shall be entitled to deal with and dispose of the said flat to any other person/s as we may desire without any further or other consent of you PROVIDED ALWAYS that the power of termination herein before contained shall not be exercised by us unless and until we shall have given to you 15 days' prior notice in writing of our intention to terminate this provisional allotment for the reason of your failure to execute and register the Agreement for Sale in respect of the said flat and default shall have been made by you in remedying such failure within a reasonable time after the giving of such notice PROVIDED further that in case this provisional allotment is rescinded as above the Booking Amount shall stand forfeited and we shall refund the balance amount, if any, paid by you without interest within 30 days of such termination.

Kindly confirm this provisional allotment.

Yours faithfully,  
**For SHREE KRISHNA HOMES PVT. LTD.,**

**DIRECTOR/AUTHORIZED SIGNATORY**

Encl.: as above

I Confirm

(\_\_\_\_\_)