

LETTER OF INTENDED PROVISIONAL ALLOTMENT

REF NO:

Date: _____

TO,

Ref : Intended Provisional allotment of Flat No. _____,
admeasuring _____ sq. meters, approximately ____
sq. ft. equivalent to carpet area on the _____ floor in
_____ wing of the building known as
_____, situate at _____ (hereinafter
referred to as the **“Said Flat”**).

Dear Sir/Madam,

1. The Promoter are developing the residential building known
as _____ situate at _____ standing in the
layout of the said property. (hereinafter referred to as the **“Said
Building”**).

2. On the Allottee/s agreeing to the terms by endorsing
his/her/their consent on the foot of this writing, the Promoter will
be pleased to allot to the Allottee/s at their request subject to what
is stated herein the said flat, in the said building as per the plans
shown to you for a lump sum consideration of Rs._____/ -
(Rupees _____Only) which is inclusive of
proportionate charges of Rs._____/ - (Rupees _____
Only) for common area and exclusive of all types of deposits,
property taxes, maintenance charges, miscellaneous cost, society
charges, electric meter charges, stamp duty, registration charges,
legal charges, cost of formation of Co-operative Society etc., In
addition to the above mentioned consideration and such other
charges as deem fit and proper to the Promoter, the Allottee shall

as per the rules and regulations pay charges towards Service Tax and VAT and other statutory payments/charges as may be required.

3. The Allottee/s has/have paid a sum of Rs._____-/- (Rupees_____ Only) by way of Earnest Money and the payment of the balance consideration amount and such other charges as mentioned hereinabove including Promoter deems fit and proper within the prescribed time, _____. Further all payments including consideration amount shall be paid by the Cheque/Pay Order/Demand Draft No. _____, dated _____, drawn on _____ for Rs._____-/- in favour of “_____ **Bank A/c No.** _____” as per the Payment Schedule/Installment Pattern mentioned herein below and subject to other clause of this allotment:

4. Payment Terms:-

4.1 The above said building is eligible for 30:70 schemes by the Promoter wherein the Allottee will be liable to pay to the Promoter as per the payment schedule mentioned herein below:

- i. Rs. _____/- (Rupees _____ Only) on or before the execution of these presents (the Promoter doth hereby admit and acknowledge to have received the said sum by signing the Receipt Clause hereunder).
- ii. Rs._____-/- (Rupees_____ Only) on Casting of Plinth.

- iii. Rs. _____/- (Rupees_____ Only) on
Casting of 1st Slab.
- iv. Rs. _____/- (Rupees_____ Only) on
Casting of 2nd Slab.
- v. Rs. _____/- (Rupees_____ Only) on
Casting of 3rd Slab.
- vi. Rs. _____/- (Rupees_____ Only) on
Casting of 4th Slab.
- vii. Rs. _____/- (Rupees_____ Only) on
Casting of 5th Slab.
- viii. Rs. _____/- (Rupees_____ Only) on
Casting of 6th Slab.
- ix. Rs. _____/- (Rupees_____ Only) on
Casting of 7th Slab.
- x. Rs. _____/- (Rupees_____ Only) on
Casting of 8th Slab.
- xi. Rs. _____/- (Rupees_____ Only) on
Commencement of Brick Work.
- xii. Rs. _____/- (Rupees_____ Only) on
Commencement of Plaster Work.
- xiii. Rs. _____/- (Rupees_____ Only) on
Commencement of Flooring Work.

xiv. Rs. _____/- (Rupees_____ Only)
Commencement of the Sanitary Work.

xv. Rs. _____/- (Rupees_____ Only)
within 15 days from the date of intimation by the Promoter to the Allottee/s that the said flat is ready for Possession, which is/shall be payable by the Allottee/s to the Promoter by way of Pay Order/Demand Draft only to be made in the name of M/s. _____, being the Promoter.

The agreed consideration is exclusive of all taxes, levies, charges, stamp duty, registration and expenses incidental thereto and same shall be payable along with or without consideration by the Allottee/s as and when demanded within such prescribed time.

4.2. The Allottee shall be bound and liable to pay as and when demanded within prescribed time all charges and payments that are required to be made to any government authorities or local bodies viz. Service Tax, VAT or any other statutory charges are in force today or as may be applicable from time to time.

4.3. The Allottee shall on or before delivery of possession of the said flat pay to the Promoter the following amounts :-

i. Rs. _____/- (Rupees_____ Only) for share money, application entrance fee of the society or Limited Company/Federation/ Apex body.

- ii. Rs. ____/- (Rupees_____ Only) for formation and registration of the society or Limited Company/Federation/ Apex body.
- iii. Rs. ____/- (Rupees_____ Only) for proportionate share of taxes and other charges/levies in respect of the society or Limited Company/Federation/ Apex body.
- iv. The Allottee/s shall pay Rs. ____/- (Rupees_____ Only) to Promoter as reimbursable cost which is paid by the Promoter on behalf of Allottee/s.
- v. Rs. ____/- (Rupees_____ Only) for deposit towards water, electric and other utility and services connection charges.
- vi. Rs. ____/- (Rupees_____ Only) for deposits of electrical receiving and Sub-station provided in the layout.

4.4 Incase the Allottee/s fail or make a delay in any of the payments then he/she shall be liable to pay to the Promoter, interest as specified in the Real Estate (Regulation and Development) Act, 2016 (RERA) on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this agreement from the date the said amount is payable by the Allottee/s to the Promoter. Without prejudice to the right of Promoter to charge interest in terms of this Allotment Letter, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Allotment Letter and on the Allottee committing three

defaults of payment of installments, the Promoter shall at his own option may terminate this Allotment Letter ipso facto.

4.5 However, upon termination of this agreement as aforesaid, the Promoter shall refund to the Allottee within a period of thirty days of the termination, the installments of sale consideration of the said flat which may till then have been paid by the Allottee to the Promoter subject to adjustment and recovery of liquidated damages or any other amount which may be payable to Promoter subject to adjustment and recovery of liquidated damages on account of losses of whatsoever nature arising out of such termination or any other amount which may be payable to Promoter.

5. The Allottees further confirm that :

The Allottee/s is/are aware that this letter is “Letter of Intended Provisional Allotment”, issued on an understanding and assurance given by the Allottee/s or their nominees to the Promoter that the Allottee/s or their nominees have prior to the issuance of this allotment letter satisfied themselves, regarding the title of the Promoter said building in all manners and have been shown the approved Promoter and the Allottee/s have confirmed to the Promoter that the same is acceptable to the Allottee/s.

5.1. This Allotment Letter is given in accordance with the plan approved as per the IOD, dated _____ and Commencement Certificate, dated _____. The agreement for sale for the said flat shall be executed as per the final approved plans setting out the detailed terms and final sale plan. This Allotment letter shall not be otherwise treated or produced in any other way apart for the purpose mentioned herein.

5.2. The Allottee/s hereby agree and are totally clear about the fact that the said flat has been allotted to them on the basis of the plans approved and sanctioned from the Mira Bhayandar Municipal Corporation or the competent authority the Promoter for the development of the said property may require to alter, amend, modify and/or change the plans and specifications. Provided that the Promoter shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the said flat of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

5.3. The possession of the said flat shall only be handed over to the Allottee/s after the full payment of agreed consideration recorded hereunder and all other sums as may be recorded hereunder and under the terms of the agreement that may be executed subsequently between the parties. The Allottee/s hereby agree and undertake that in case the Allottee/s desire to sell off/transfer the said flat to any third party after the Letter of Intended Allotment is issued, the Proposed Allottee/s and the Seller i.e. the Allottee/s shall not be permitted to transfer the said flat without the written consent of the Promoter.

5.4 The Allottee/s hereby undertake to compulsorily execute the ownership agreement for sale within 30 days from the intimation by the Promoter and the Allottee/s shall pay the necessary VAT, Stamp duty, Registration charges, legal charges and any other taxes/levies, charges which may be applicable by Government, Semi Government or any other authority/ies from time to time shall be paid by the Allottee over and above the agreed consideration. In case the Allottee/s is not executing the agreement for sale as per the intimation of the Promoter then this LETTER OF INTENDED PROVISIONAL ALLOTMENT for the said flat shall stand cancelled and the Promoter shall be at a liberty to deal with the said flat in

any manner they deem fit and proper. It shall be mandatory and binding on the Allottee/s that upon execution of agreement for sale, the Allottee shall return this Letter of Allotment to the Promoter and the same shall be automatically cancelled and shall consider as void.

6. This Letter of Intended Provisional Allotment broadly sets out the terms of allotment of said flat and the details terms of sale shall be as such be recorded in the agreement to be executed between the parties for the date. Further this Intended Letter of Allotment shall be subject to sales Policy of the firm throughout which you have fully read, understood and agreed.

7. Any delay tolerated or indulgence shown by the Promoter in enforcing the terms of this agreement or any forbearance or giving of time to the Allottee/s by the Promoter shall not be constructed as a waiver on the part of the Promoter of any breach or non-compliance of any of the terms and conditions of this letter by the Allottee/s nor shall the same in any manner prejudice the rights of the Promoter.

8. The Allottees hereby confirm that they have fully read and understood the foregoing recitals and have agreed and accepted the same.

I/ we agree and confirm to all the terms and conditions of this letter of intended provisional allotment.

SIGNED, SEALED AND DELIVERED)
)
by the with named "ALLOTTEE")
(including joint buyers))
)
1) Shri _____)
)

2) Shri _____)
)
in the presence of _____)
)
1. _____)
)
2. _____)
)
SIGNED, SEALED AND DELIVERED)
)
by the with named "PROMOTER")
)
1) Shri _____)
)
2) Shri _____)
)
in the presence of _____)
)
1. _____)
)
2. _____)
)

RECEIPT

RECEIVED with thanks from the Allottee/s a sum of
Rs._____/ - (Rupees _____ Only)
towards Booking/Allotment of the said flat hereinabove mentioned
on execution of these presents in the following manner.

Sr. No.	Cheque No.	Date	Drawn on	Amount Rs. Ps.

WE SAY RECEIVED
Rs. _____/-

for M/s. _____
(PROMOTER)

WITNESS :

1.

2.