Date: _____

To:

_____
_____
_____
_____

Subject : **LETTER OF ALLOTMENT** of an Apartment in the proposed building of project "Laxman Avenue**"** situated at **Plot No.42(pt), admeasuring about 304.42 Sq. Mtrs.,** lying, being and situated at Village: Chopda, Tal: Chopda and Dist: Jalgaon**.**

Dear Sir(s)/Madam(s),

1) We are delighted to inform you that you have been allotted an Apartment bearing No**._____ on _____ Floor, admeasuring carpet area of _____ Sq. Meters.** (carpet area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment) in the proposed Project "Laxman Avenue**",** on **Plot No.42(pt), admeasuring about 304.42 Sq. Mtrs.,** lying, being and situated at Village: Chopda, Tal: Chopda and Dist: Jalgaon (hereinafter referred to as **"the said Plot"**) and which is duly registered under the provisions of The Real Estate (Regulation and Development) Act, 2016 with the Real Estate Regulatory Authority and the Project's Registration Certificate number is **_____**.

2) We are seized and possessed of or otherwise well and sufficiently entitled to the Development Rights in respect of the said Plot. We hereby assure you that the title to the said Plot and the building being constructed thereon by us is marketable and free from all encumbrances, claims, and demands. The layout of the building and the scheme of development thereof have been heretofore seen and approved by you.

3) We are entitled and enjoined upon to construct the building/s on the above-mentioned land in accordance with the recitals hereinabove as per the plans

sanctioned and the development permission granted by the Corporation vide Commencement Certificate bearing No. No. CBJJM/B/2018/APL/00240 dated 14/12/2018.

4) We intend to develop and construct our Real Estate project to be known as "Laxman Avenue" having Stilt Ground 1 plus 3 Upper Floors on the said Plot land in accordance with the plans, designs and specifications approved by the concerned local authority.

5) The sale consideration of the Apartment allotted is Rs._____/- (Rupees _____ only), exclusive of GST (Goods and Service Tax), taxes, legal charges, registration charges, stamp duty and cost of formation of the Society, Competent Authority transfer charges as may be levied by Competent Authority/Local Authority etc. The aforesaid sale consideration is _____ (inclusive/exclusive) of cost of Covered Car Parking.

6) We have received a sum of Rs._____/- (Rupees _____ Only) [Not exceeding 10% (Ten Percent) of the total consideration] as advance payment or application fee and you shall pay to us the balance amount of Rs._____/- (Rupees _____ Only) as per the Payment Schedule prescribed under Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 vide Notification No.REA 2016/CR No.79/DVP-2 Dated 20th April, 2017 and as more particularly described in the Agreement for Sale, the draft copy of which is given to you. Time for payment of the aforesaid installments and all the amounts due and payable under these presents by you to us is of essence of the contract. All payments against this allotment shall be made by you by way of an account payee Cheque/Demand Draft drawn in favour of "**_____**", if payment as stipulated herein above is not made and in case of cancellation of booking by you, then this allotment letter shall stand cancelled and the application fee/earnest money deposit shall remain forfeited.

7) You should submit the copies of PAN Card, Residence Proof to us.

8) The benefit of this letter of intent and matters of and incidental thereto cannot be directly or remotely transferred or assigned or disposed off by you without having obtained our prior written consent for the same. This letter does not give you any right in respect of the said Apartment and is restricted only to an acknowledgment of your advance money or application fee for your proposal to purchase the said premises. The allotment will be confirmed in your favour through a registration of the Agreement for Sale in your favour only after the fulfillment of the terms and conditions setforth herein.

9) You shall, at your own costs and expenses, comply with all matters such as payment of stamp duty on the agreement(s), Deed(s) comprising the said transaction of sale/purchase of the said premises and register the same with the Registering Authorities concerned as required by provisions of law in that behalf for the time being in force.

10) You have expressly agreed, accepted and confirmed to pay to us immediately as and when demanded by us and/or to the appropriate authorities all the present/future/revised/new property/Municipal Tax, GST, Development charges, Education Cess and/or any other levies, taxes, Cess, surcharge, dues, duties, including 1% (One Percent) TDS etc. which may be called or demanded under name or terminology or may become payable due to any change/amendment in the existing laws, polices, rules or due to implementation/ enactment of any new laws/rules by the local bodies, State Government, Central Government or by any other competent authorities. You shall pay such amount in additions to any amount mentioned under the agreement for sale/letter or otherwise.

11) The Allottee/s shall be liable to and shall pay the stamp duty and register the Agreement within ____ days from the date hereof, and also pay the registration charges payable in that behalf. In the event of your failing to do so, we shall be entitled to forfeit a sum equivalent to 10% of the agreed sale consideration amount as above, plus all incurred/accrued costs towards the sale or on account of taxations and statutory dues. We shall then be at liberty and entitled to offer and /or sell the above Apartment and Car Parking Space (s) to any person of our choice. Also, the change of Allottee/s name is not permissible, in such scenarios, the current allotment needs to be cancelled and the new allotment needs to be issued with all impacts into enforcement.

12) You are aware of your obligation to pay the further and other dues over and above the agreed consideration such as share money, expenses for maintenance charges, maintenance deposit, legal costs etc. and any additional amounts or deposits as determined by us as provided in Proforma Agreement.

13) That Construction of the said Building is estimated to be completed on or before _____, subject to delay for reasons beyond our control or force majeure.

14) That all notices to be served on the Allottee/s and the Promoter as contemplated by this Letter of Allotment shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID at their respective addresses specified below:

Name of Allottee/s:

Mr._____

Address: _____

Notified Email ID: _____

Name of the Promoter:

Mr. Lakshman Daulat Mali,

Through its _____ , _____,

Having Office At: 4566, Maliwada, Patil Gadhi, Chopda, Jalgaon,

Notified Email ID: _____

It shall be the duty of the Allottee/s and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee/s, as the case may be.

15) You have heretofore independently examined all aspects of our entitlement to the building and the scheme of development thereof and terms of allotment on Ownership Basis and in which behalf the documents/plans/ sanctions/terms are perused and approved by you. This writing is merely a Letter of Intent to allot and is not and does not purport to be and shall not be construed or deemed to be an Agreement/Deed to Sell/Purchase which

arrangement shall become operative only upon the happening of events hereinabove mentioned and not otherwise.

16) We hereby confirm that we have not agreed to sale the said Apartment to any person apart from the Allottee/s nor created any encumbrance on the said premises and the title thereof is clear and marketable.

17) Kindly confirm the above by endorsing your signature/s at the foot of the duplicate hereof.

Thanking you.

Yours faithfully,	**I/We confirm the above**
Mr. Lakshman Daulat Mali	**Mr._____**
(Promoter)	**(Allotee/s)**