LETTER OF INTENDED PROVISONAL ALLOTMENT

REF NO: **Date: _____**

TO,

_____

_____

Sub: Allotment of Apartment.

Dear Sir/Madam,

1. We are pleased to allot you Apartment No**. "_____"** of carpet area admeasuring ..... sq. meters which is equivalent to _____ sq. feet carpet area as per the defination of the said Act alongwith deck admeasuring _____ sq. meters which is equivalent to _____ sq. feet carpet area and enclosed balcony (if any) admeasuring _____ sq. meters which is equivalent to _____ sq. feet carpet area on the "_____" Floor of the proposed building no. 1/ 2/ 3/ 4/ 5/ 6/ 7/ 8/ 9/ 10 to be known as OMKARA / OMKARA / OMKARA / OMKARA / OMKARA / OMKARA / OMKARA / PASHUPATI / PASHUPATI / PASHUPATI in the project known as **'Cosmos Meluha'** situate at village Majiwade, Taluka and District Thane (hereinafter referred to as the **'said Apartment'**) alongwith the benefit to use _____ covered/mechanized parking for total consideration of Rs. _____/- (Rupees _____only) including proportionate common areas and facilities appurtenant to the said Apartment, which shall be paid by you to us as follows:

SR. NO.	DETAILS	AMOUNT (Percentage)
A	Advance payment or Application fee	10%
B	On or before _____	60%
C	On Completion of Walls, Internal Plaster, Floorings, Doors and Windows of the said Apartment	5%
D	On Completion of Sanitary Fittings, Staircases, lift Wells, Lobbies	5%
E	On Completion of External Plumbing, External Plaster, elevation, Terraces with Waterproofing.	5%
F	On Completion of the lifts, Water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, pavings of the area appertain and all other requirements as may be prescribed in the agreement	10%
G	On Possession after receiving Occupancy certificate	5%
	TOTAL	**100%**

2. The Allottee shall on or before delivery of possession of the said premises keep deposited with the Promoter, the following amounts –

(i) Rs. 500/- (for individual), Rs. 1000/- (for company) towards share money, Rs. 100/- for application entrance fee of the Society or Limited Company / Federation / Apex body.

(ii) Rs. ...../- for formation and registration of the Society or Limited Company / Federation / Apex body.

(iii) Rs. ...../- for proportionate share of taxes and other charges / levies in respect to the Society or Limited Company / Federation / Apex body.

(iv) Rs. ……/- for provisional contribution outgoings of Society or Limited Company / Federation / Apex body.

(v) Rs. ……/- for Deposit and charges towards Water, Electric, and other utility0.

(vi) Rs. ……../- for deposits of electrical receiving and Sub Station provided in Layout.

(vii) Rs. ……../- towards development charges.

3. The Allottee shall pay to the Promoter a sum of Rs. ...../- for meeting all legal costs, charges and expenses, including professional costs of the Attorney – at – Law / Advocates of the Promoter in connection with formation of the said Society, or Limited Company, or Apex Body or Federation and for preparing its rules, regulations and bye – laws and the cost of preparing and engrossing the conveyance or assignment of lease.

4. The Allottee/s shall make all payments payable to the Promoter including consideration amount shall be paid by the Cheque/Pay Order/Demand Draft/RTGS, in the favour. **"_____ _____ Bank A/c No. _____"** as per the Payment Schedule/Installment Pattern mentioned below and subject to other clause of this allotment:

5. In case the Allottee/s fail or make a delay in any of the payments then he 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 the Allottee 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 allotments 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 allotments 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.

6. 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 Apartment 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.

7. **The Allottees further confirm that:**

The Allottees are aware that this letter is "Letter of 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 project in all manners and have been shown the approved Promoter, and the Allottees have confirmed to the Promoters that the same is acceptable to the Allottee/s.

8. This Allotment Letter is given in accordance with the plan approved as per Commencement Certificate Dated _____. The Agreement for Sale for the said Apartment 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.

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

10. The possession of the Apartment shall only be handed over to the Allottee 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 hereby agree and undertake that incase the Allottee/s desire to sell off/transfer the said Apartment to any third party after the Letter of Allotment is issued, the Proposed Allottees and the Seller i.e. the Allottee/s, shall not be permitted to transfer the said Apartment without the written consent of the Promoters.

11. The Allottee/s hereby undertake to compulsorily execute the Agreement for Sale within 30 days from the intimation by the Promoters,

and the Allottee/s shall pay the necessary VAT, Stamp duty, Registration charges, legal charges and any other taxes /levis, 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 is not executing the Agreement for Sale as per the intimation of the Promoters then this LETTER OF ALLOTMENT for the said Apartment shall stand cancelled, and the Promoters shall be at a liberty to deal with the said Apartment in any manner they deem fit and proper. It shall be mandatory and binding on the Allottee/s that not 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.

12. This Letter of Allotment broadly sets out the terms of Allotment of said Apartment 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.

13. Any delay tolerated or indulgence shown by the Promoters in enforcing the terms of this Agreement or any forbearance or giving of time to the Allottee/s by the Promoters, shall not be constructed as a waiver on the part of the Promoters 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 Promoters.

14. Any communication, including notices for intimation for completion of work, demand notices, and any other communications pertaining to the said Apartment, will be forwarded to your E-mail ID as given by you. i.e. _____ and your above mentioned address. You

undertake to intimate us immediately in the event of any change of your E-mail ID and/or address.

15. You are aware that as per finance Act of 2013, TDS is applicable on transfer of immovable property, wherein the consideration of the property exceeds or is equal to Rs. 50 Lakhs, Section 194 IA of the Income Tax Act, 1961 for all such transactions with effect from June 1, 2013, Tax @ 1% should be deducted by the purchaser of the property at the time of making payment of sale consideration and submit copy of challans and TDS Certificates to us.

16. 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 AND DELIVERED BY THE)

Within named **"PROMOTERS"**
M/s. CONCORDE REALTY

Through its Partner)
Mr._____

SIGNED AND DELIVERED BY THE)

Within named **"PROPOSED ALLOTTEE/S"**)
_____)