LETTER OF PROVISIONAL ALLOTMENT

Date:_____

To,
_____
_____
_____.

Dear Sir/s – Madam/s,

Re: **Flat / Shop bearing No. _____ admeasuring _____ square feet (carpet area as per Act) on ____ floor, in the building known as "SHREE ROYAL HEIGHT" to be constructed on the plot of land bearing S. No 38 HissaNo.1 Plot No.2 and CTS No.113,113/ 1 to 4 admeasuring 753.30, sq. mtrs. or thereabout situated at Village Akurli Taluka Borivali MumbaI Suburban District. situated Akurli, Ashok Nagar, Kandivali (East) Mumbai 400 101**

1. You are aware that we are developing the plot of land bearing S. No 38 HissaNo.1 Plot No.2 and CTS No.113,113/ 1 to 4 admeasuring 753.30, sq. mtrs. or thereabouts situated at Village Akurli Taluka Borivali MumbaI Suburban District. situated at Ashok Nagar, Kandivali (East) Mumbai 400 101 (the "**said property**") and propose to construct a new building known as "SHREE ROYAL HEIGHT" (the "**new building**") thereon, pursuant to the Deed of Conveyance dated 02nd November 2007 together with deed of Rectification dated 25th June 2010 and 22nd December 2011 (the "**DA**") and Power of Attorney dated 2nd November 2007 (the "**POA**") , executed by Algusingh. (the "Owner") in our favour, which are duly registered with the office of the Sub-Registrar of Assurances under Sr. Nos. BDR-6-8799-2007. BDR-6-05586-2010, BDR-6-00670-2012 and BDR6-08800-2007 respectively.

2. The tenants have agreed to vacate their respective premises and handover the said property along with the structure standing thereon, to us and we have agreed to provide to them new premises in the new building.

3. The Municipal Corporation of Greater Mumbai ("**MCGM**") has sanctioned the plans for construction of the said building on the said Property and issued Intimation of Disapproval bearing No. CHE/A-4943/BP(WS)/AR dated 10/08/2018 ("**IOD**") and, after the demolition of the old structure on the said plot, issued Commencement Certificate dated 30/01/2019 ("**CC**"). We have thereafter commenced (We are entitled to commence) construction of the new building.

4. You being desirous of acquiring a Flat admeasuring _____ square metres equivalent to _____ square feet (carpet area), bearing No. ____ on _____ Floor of the said Building being constructed on the said property ("**said Unit**") approached and requested us to reserve the said Unit for allotment of the same to you.

5. As desired by you and pursuant to your request and relying on your representations and covenants, we hereby inform you that we are agreeable to reserve the said Unit for allotment of the same to you, subject to the plans for construction of the new building and layout, being sanctioned, and subject to all approvals for construction of the new building being issued by the MCGM and all other concerned authorities, and subject to the terms and conditions contained herein and also subject to your complying with and performing all other terms, conditions, covenants contained herein.

6. The price of the said Unit shall be Rs._____/- (Rupees _____ Only), (the "**Price**") which Price is exclusive of, all applicable taxes and/or levies including but not limited to, GST, etc.. You shall pay to us the Price in the following manner:

   (a) Rs._____/- (Rupees _____ Only) plus applicable taxes including GST, etc., as earnest money, on or before execution hereof;

   (b) Rs._____/- (Rupees _____ Only) plus applicable taxes including GST, etc., on execution of Agreement for Sale;

   (c) Rs._____/- (Rupees _____ Only) plus applicable taxes including GST, etc., on on completion of the Plinth of the building or wing in which the said Unit is located;

   (d) Rs._____/- (Rupees _____ Only) plus applicable taxes including GST, etc., on on completion of the each slab including podiums and stilts of the building or wing in which the said Unit located, (being 25% of the Price payable in number of instalments divided by the total number of slabs);

   (e) Rs._____/- (Rupees _____ Only) plus applicable taxes including GST, etc., on completion of the walls, internal plaster, floorings doors and windows of the said Unit;

   (f) Rs._____/- (Rupees _____ Only) plus applicable taxes including GST, etc., on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Unit;

(g) Rs._____/- (Rupees _____ Only) plus applicable taxes including GST, etc., on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Unit located;

(h) Rs._____/- (Rupees _____ Only) plus applicable taxes including GST, etc., on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Unit located; and

(i) Balance Amount of Rs._____/-(Rupees _____) against and at the time of handing over of the possession of the said Unit to the Purchaser on or after receipt of occupancy certificate or completion certificate.

7. The Price is and shall always be exclusive of all taxes, levies, duties, cesses etc. All such taxes, levies, duties, cesses, by whatever name called (whether applicable/payable now or become applicable/payable in future) including, but not limited to Goods and Services Tax (GST) or any other taxes or levies etc. on any amount payable in respect of the transaction contemplated herein shall be borne and the same shall be paid by you alone and we shall never be liable, responsible and / or required to bear and / or pay the same or any part thereof. You shall be liable to pay escalation / increase in the Price, if such escalation / increase is on account of any development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by any competent authority from time to time.

8. We have uploaded the draft of the Agreement for Sale on the website of Maharashtra Real Estate Regulatory Authority, i.e. https://maharera.mahaonline.gov.in/. We have also shown the draft to you for your perusal and understanding.

9. The Agreement for Sale records and contains inter alia the details of (i) the common areas and amenities (ii) the details of the amenities proposed to be provided in the said Unit, and (iii) the other charges and deposits payable by you.

10. You shall execute and register an Agreement for Sale with respect to the said Unit, when called upon by us. All stamp duty, registration charges and other incidental charges payable in respect of the execution and registration of the Agreement for Sale and any and all documents in pursuance hereof, shall be borne and paid solely by you.

11. If you fail to execute and deliver to us the Agreement for Sale in respect of the said Unit within 30 (thirty) days from the date of its receipt by you and/or you fail appear before the Sub-Registrar for its registration as and when intimated by us, we will cancel this provisional allotment by giving 15 (fifteen) days' notice, if you fail to rectify the same within the said period. On cancellation of this provisional allotment, all sums deposited by you in connection therewith (after deducting the appropriate amount, as permitted hereunder) shall be returned you without any interest or compensation whatsoever. However, we shall not be liable to refund, GST and/or all other taxes paid.

12. On execution and registration of the Agreement for Sale, the amount deposited with us till the date of registration of the Agreement for Sale, will be adjusted by us, towards the Price. You have understood we shall sale and allot the said Unit on and after execution and registration of the Agreement for Sale and such allotment and sale shall be governed by the terms and conditions contained in such Agreement for Sale, after the execution and registration thereof.

13. If you commit any default of payment of any amount due hereunder or commit any other breach, we may at our own option, may cancel this booking after giving notice of fifteen days in writing to the Purchaser, by Registered Post AD and/or email at the address provided by you. If you fail to rectify the breach within the period of notice, then at the end of such notice period, this booking shall stand cancelled.

14. On cancellation of the booking (either as mentioned in the forgoing para OR at your request) we will refund you within a period of thirty days of the cancellation, the amount which may till then have been paid by you to us, subject however to deduction of 10% (12% in case of any brokerage is paid by us) of the Price towards liquidated damages (as agreed predetermined realistic estimate of the loss on such termination) or the loss that we may suffer on sale of the said Unit to third party, whichever is higher, and also deduction of any and all other amount/s that you are liable to pay to us. If the said Unit is sold after the said period of 30 days and if the actual loss is more than the estimate mentioned above, we shall be entitled to recover from you and you shall be bound to pay us the excess to us within ___ days from the date of demand. You have agreed and confirmed that the amounts forfeited and appropriated hereunder, constitute a reasonable genuine and agreed pre-estimate of damages that will be caused to us, and that the same are and shall be in the nature of liquidated damages and not penalty.

15. On cancellation of booking for any reason whatsoever, cease to have any right, title, interest, claim or demand or dispute of any nature whatsoever either against us or against the said Unit, and we shall be entitled to deal with and dispose of the said Unit to any

other person/s as they deem fit, on such terms and conditions as the Developer deems appropriate.

16. We shall endeavour to complete the construction of the said Unit by _____. Provided always that we shall be entitled to further extension of time for completion of the said Unit, if the completion is delayed on account of force majeure or any other circumstances beyond our reasonable control. The term "other circumstances" shall mean and include:

i. Non-availability of steel, cement, other building material, water or electric supply;
ii. War, Civil Commotion or act of God;
iii. Any notice, order, rule, notification of the Government, M.C.G.M. and/or other public or other Competent Authority or Court, Tribunal;
iv. Economic downturn;
v. Any other reason and/or eventuality which is beyond our control including our financial condition and/or economic downswing in real estate or any other industry;
vi. Any delay in obtaining any permission or sanction by the concerned authorities;
vii. Any force majeure or viz-majeure.

17. We shall endeavour to inform you of the delay, if any, in handing over of the use and occupation of the said Unit.

18. Subject to the aforesaid, and subject to other terms hereof, if we are unable to offer possession of the said Unit by the date stipulated hereinabove and if you have complied with all your obligations hereunder, then and in such case only, you shall have any one of the following two options :

(i) to accept interest at the rate specified in the Rules framed under the of the Real Estate (Regulation and Development) Act, 2016, on all the amounts paid you to us towards Price, for every month of delay, till we offer you possession of the said Unit;

OR

(ii) Cancel this booking by giving a written intimation to us.

19. You shall exercise either of the above options within 15 days from the date on which the time to offer possession of the said Unit expires. In case, you fail to so intimate your option in writing, you shall be deemed to have opted for the option contained in Clause 19 (i).

20. It is confirmed and agreed that: -

a. This writing is merely an acknowledgement of an earmarking of the said Unit on the terms hereof, and is not, and shall never be deemed to be, and does not purport to be, an Agreement for Sale of the said Unit by us, to you.

b. This writing does not create, vest, or transfer, to you any right or interest whatsoever in the said Unit or any part thereof.

c. This Letter and earmarking of the said Unit are strictly non-transferable and non-assignable by you under any circumstances.

21. All notices and other communications to be given under this letter shall be in writing and delivered (i) by hand against receipt, or, (ii) by Registered Post A.D, or (iii) Email, addressed to you at the following address. Change in your address/email, if any, to be communicated by you in writing to us. If the change of your address is not communicated to us, the service of all notices and communication made by us to your address mentioned here under, shall be construed as a good service on you even if the same is received by us with remark "Premises closed", and you shall not raise any issue/dispute thereupon.

To: Mr. / Mrs. M/s.
Address:

E-mail:

22. You have by countersigning this agreed to bind yourself, your heirs, executors and administrators, to all the terms and provisions hereof.

Yours truly,

For **M/s. ROYAL'S REALTORS** **I /We confirm**

PARTNER _____