Date: _____

To,

_____,

_____,

_____,

_____,

_____.

Sir/Madam,

Re: Your offer to purchase of flat No. ____ the ____ floor admeasuring ____ sq. mtrs (carpet area) of the project **"TULIP"** situated at CTS 196A, North South Road No.10, JVPD Scheme, Juhu, in the revenue Village Vile Parle (W), Taluka Andheri (hereinafter collectively referred to as **"the said Property"**)

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1. You are aware and we have informed you that we are intending to develop the said Property by constructing one Residential Tower having Stilt and 12 upper floors. We are developing the said Property by constructing building/s thereon in accordance with the plans duly sanctioned by the MCGM

2. You have seen the said property and also the location of the ongoing construction of the said building on the said property.

3. We have disclosed all necessary particulars as to the title and its rights in the property including encumbrances if any in the Project Land while registering the said project with the Regulatory Authority appointed under the Real Estate Development Act, 2016 are available on website of the Regulatory Authority

4. You have seen and understood the duly sanctioned plans, commencement certificate and amendments thereof. To expedite the construction, we have submitted and obtained approval of the building Plans, obtained IOD reserving the right to amend or modify the building Plans and the layout from time to time in accordance with the provisions of Development Control Regulations which may be in force from time to time and in light of the changes in the DCR & Development Plan and other Policies.

5. You have, after perusing and verifying the facts and particulars on the website of the Regulatory Authority in respect of the project, has/have requested / approached us for allotment of flat No. _____, on the _____ Floor, with or without car parking space situated in the Building being constructed in the said Project;

6. As per your request and with due acceptances of the aforesaid conditions stipulated under this letter, we have accepted to consider your proposal / intention to purchase the said flat in the said building and have accordingly, tentatively earmarked the said flat in your favour

7. You have agreed to reserve a residential premises being **Flat bearing No.** _____ (1/2/3 BHK) on _____ floor admeasuring **_____** sq. mtrs carpet area (hereinafter referred to as "the said Flat") in our project to be known as **"TULIP"** to be constructed on the above referred property at or for the lump sum consideration of **Rs.** _____**/- (Rupees** _____ **Only)**. We have also reserved ____ mechanical car parking space in for the price of Rs. _____/- (Rupees _____ Only). At your request, we hereby reserve the said flat and mechanical car parking space for and aggregate consideration of Rs _____/- (Rupees ____ _____ Only) for you and shall sell it

to you under the Agreement for Sale of Flat to be executed against the payment of the agreed consideration amount to be paid in the manner herein stated.

8. You has/have paid a sum of Rs._____/- (Rupees _____ _____ Only) as earnest amount (10% of the total consideration) and hereby agrees to pay to the Sellers / Promoters the balance amount of Rs._____/- (Rupees _____ _____ Only) in the following manner :-

i)	On Execution of the Agreement	20%	of the total consideration
ii)	On Completion of Plinth	15%	of the total consideration
iii)	On Casting of 1st slab	2%	of the total consideration
iv)	On Casting of 2nd slab	2%	of the total consideration
v)	On Casting of 3rd slab	2%	of the total consideration
vi)	On Casting of 4th slab	2%	of the total consideration
vii)	On Casting of 5th slab	2%	of the total consideration
viii)	On Casting of 6th slab	2%	of the total consideration
ix)	On Casting of 7th slab	2%	of the total consideration
x)	On Casting of 8th slab	2%	of the total consideration
xi)	On Casting of 9th slab	2%	of the total consideration
xii)	On Casting of 10th slab	2%	of the total consideration
xiii)	On Casting of 11th slab	2%	of the total consideration
xiv)	On Casting of 12th slab	2%	of the total consideration
xv)	On Casting of 13th slab	1%	of the total consideration
xvi)	On Completion of the walls, internal plaster, floorings doors and windows of the said Apartment.	5%	of the total consideration
xvii)	On Completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.	5%	of the total consideration
xviii)	On Completion of the external plumbing and external plaster,	5%	of the total consideration

	elevation, terraces with waterproofing, of the building in which the said Apartment is located.		
xix)	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 of the building in which the said Apartment is located.	10%	of the total consideration
xx)	At the time of handing over of the possession of the Apartment to the Allottee/s/Purchaser/s	5%	of the total consideration

Time shall be the essence for payment of each and every installment's

9. In the event of delay in the payment of any amount due hereof including any of the said installments payable on their respective due dates we shall send a Notice of Reminder, giving you 7 days grace period to make the due payment. Further, if you fail to make the payment beyond the grace period of 7 days, we shall be entitled to terminate this Allotment Letter and forfeit the earnest money paid by you and refund the balance amount without interest and against such refund you shall have no claim against us in respect of the said Flat. However, all overdue payments shall bear interest@ ____ p.a. from the date of default till the date of payment thereof; however, the same shall be without prejudice to our right of termination.

10. We reserve the right to construct additional floors/ buildings /Wings by availing full FSI permissible at present or in future and for the said purpose and also reserve the right to carry out amendments, variations and modifications in the building plans/layout disclosed to you and for locations of

buildings/Wing(s) without in any manner broadly affecting the internal layout of the said flat agreed to be allotted to you hereunder.

11. We shall have full right and absolute authority and shall be entitled to, at any time hereafter to raise additional floors/ buildings /Wings by availing full FSI permissible at present or in future and for the said purpose and also reserve the right to carry out amendments, variations and modifications in the building plans/layout disclosed to you and for locations of buildings/Wing(s) without in any manner broadly affecting the internal layout of the said flat agreed to be allotted to you herein change, alter and amend the layout, plans, designs, elevation etc. of _____ without any intimation and obtaining your consent for the same and you shall not have any objections in this regard, Accordingly you hereby accept and confirm that any kind of increase or decrease in the area of the said Apartment or shift in the position of the said apartment/shop, if arises, due to amendment in the plan etc. then the same shall be acceptable to you unconditionally before the execution of formal agreement for sale under the provisions of the real estate (regulation & development) act, 2016, however in case of variation of the area, the value of the said apartment/shop shall be proportionately adjusted. In the event you are not agreeable for the terms and conditions as aforesaid then this allotment letter shall stand terminated and/ or cancelled. You shall be refunded the amount paid by within a period of 30 days without interest.

12. You have been further informed by us that the detailed terms and conditions shall be incorporated in the Agreement for Sale which shall be executed between us in due course of time. The copy of printed Agreement for Sale shall be handed over to you for the purpose of your approval 5and payment of stamp duty. You have agreed to bear and pay the Stamp Duty and Registration charges and any other charges and taxes that may be levied.

13. It shall be mandatory and binding on you to return this letter of allotment duly cancelled issued by us on executing the agreement for sale.

14. Commencing a week after notice in writing is given offering possession of the said Flat, you will be liable to pay all outgoings, taxes, water charges, electric charges, security deposit, cess, maintenance charges, development charges, administrative expenses, payment of service line charge of Reliance Energy, legal charges in respect thereof irrespective of whether possession of the said Flat has been taken or not by you. Before taking possession of the said Flat, you shall keep deposited with us various deposits/amounts and GST and any other taxes that may be levied/charged (if applicable) by the State and/or Central Government or any other competent authority in respect of this transaction including Agreements executed with you in respect of the said Flat.

Yours truly,
For Disha Construction,

Partner

I/We confirm the above,

_____,

_____