Date: _____

PROVISIONAL ALLOTMENT LETTER

To,

Sri / Smt. _____.

We have received payment of booking amount of Rs._____/-, subject to realisation, vide Ch. No. _____ dated _____ drawn on _____ Bank. We are pleased to inform you that you have been allotted, subject to the terms and conditions attached with this letter, Shop/ Office/ Flat No. _____ on _____ Floor in **" Vraj Bhumi Heights"** located at **CTS No-169 & 169-1 to 4 of village Majas situated at R R Thakur Marg, Jogeshwari (E), Mumbai, Maharashtra- 400060 (Project)**, comprising super built up area of _____ sq. ft. (approx.) as per your request and choice with consideration amount of Rs. _____ (Rupees _____only)including/ excluding parking space. This is for your kind notice and record.

Yours Sincerely,

For Mr Mohiddin N Umatiya

(Authorized Signatory)

TERMS AND CONDITIONS FOR ALLOTMENT OF SHOP/ OFFICE/ FLAT ARE:

1. The application for allotment and sale of a Shop/ Office/Flat [hereinafter referred to as "the Unit"] shall be deemed to have been filed by the Intending after satisfying himself about the interest and rights of the Firm in the land on which the Residential Complex is being developed and understanding all limitations and obligations in respect thereof, and hereafter no complaint/objection on this account shall be entertained.
2. The allotment of the Unit is entirely at the discretion of the Firm and the Firm has a right to reject any offer without assigning any reason thereof.
3. That the Firm shall have the right to effect suitable and necessary alterations in the layout plan, if and when necessary, which may involve all or any of the changes, namely change in the locations of apartment, change in its number, dimensions, height, size, area, layout or change of the entire scheme. In case of absolute deletion of Unit, no claim monetary or otherwise will be raised or accepted except the amount received shall be refundable in full without interest.
4. That building plans and layout are subject to changes and approval of Municipal Corporation and other authorities. The Firm reserves its right to make additions or amendments as may be necessitated from time to time.
5. The purchaser shall execute the required documents within a period of 30 days from the date of this application along with payment of 1stinstalment mentioned in the application form. In case, the purchaser fails to do so then this provisional booking shall stand cancelled and the builder shall be entitled to allot the same to any other buyer at his own discretion.
6. That the applicant shall not be entitled to get the name of his/her nominee substituted in his/her place without the prior approval of the Firm, which may in its sole discretion, permit the same on such terms as it may deem fit.
7. That the applicant agrees that he/she shall pay the price of the Unit on the basis of the super area i.e. covered area inclusive of proportionate share of common areas and all other charges as and when demanded.
8. That the timely and regular payment of instalment is the essence of this contract. It shall be incumbent on the applicant to comply with the terms of payment and other terms and conditions of sale, failing which the applicant shall have to pay interest @24% per annum on the delayed payments and the Firm reserves its right to forfeit up to 10%of the basic cost of the unit in the event of any irregular / delayed payments / non-fulfilment of terms of payment and the allotment may be cancelled at the discretion for the Firm.
9. The applicant state that in case they decide to cancel the unit, and if the same is considered and approved by the builder, then builder is entitled to recover 10% of the total agreement value, interest accrued and administrative charges, if any, at the time of cancellation. Builder is entitled to allot and sell the undivided share in land and the unit to any other person and on such terms and conditions as the builder

deems fit, and to repay the applicant(s) the balance amount, if any, within 3 months from the date of resale without any interest

10. Service Tax and VAT as applicable from time to time shall be extra and are to be borne by the purchaser.That the applicant agrees to reimburse to the Firm and to pay on demand all taxes, levies or assessments whether levied now or leviable in future on land and/or building **"Vraj Bhumi Heights**" as the case may be from the date of allotment.
11. The Firm shall endeavour to give possession of the Unit to the applicant as early as possible, subject to force majeure circumstance and reasons beyond the control of the Firm with a reasonable extension of time for possession.
12. The applicant shall before taking the possession of the Unit must clear all the dues towards the Unit and have Conveyance Deed for the said Unit executed in his favor by the Firm, after paying Stamp Duty, Registration Fee and other charges/expenses.
13. That the applicant shall use the premises for agreed purposes only. The applicant shall not use premises for any other purpose.
14. Other terms and conditions mentioned in Agreement to Sale/ Sale Deed etc. shall apply.

I have fully read and understood the above mentioned terms and conditions and agree to abide by the same.
Date...
Place…

……
Signature of Applicant