

_____, 2017

To

Mr. _____,

_____ ,

_____ .

Dear Sir/ Madam,

Sub : Provisional Allotment of Flat No. ____ on the ____Floor, admeasuring _____sq. ft. carpet area (approx) in the building _____ in Phase I of the project “Kesar Exotica” situated at Plot No. 264 to 266, Sector – 10, Kharghar, Raigad .

1. By a Tripartite Agreement dated 31st July, 2007 executed by and between CIDCO and M/s Kesar Realty Pvt. Ltd., CIDCO Ltd accepted the Promoters as the new licensee of the said plot and granted permission for transfer of Lease of the said plot in favour of the Promoters upon such terms and conditions as contained in the said Tripartite Agreement. The said Tripartite Agreement is registered with the concerned Sub Registrar of Assurances under serial number URAN/5355/2007 dated 31-07-2007. (hereinafter referred to as the said property).
2. We have appointed Mr. Soyuz Talib of M/s. Soyuz Talib Architects Pvt. Ltd. who is registered with the Council of the Architects, as their Architect for development of the said property. We have also appointed Mr. Rajesh Laddad of M/s. Structural Concepts for preparation of Structural plans and drawing in respect of the new building to be constructed on the said property. We have agreed to accept the professional supervision of the said Architects and Structural Engineers.
3. We had submitted plans in respect of the new building for approval to CIDCO and The Promoters through their Architect ‘SOYUZ TALIB ’ have prepared building plans by proposing to construct a complex of 9 building each of part Basement/Stilt/Podium/Part Garden and 17 or more uppers floors (hereinafter

referred to as the said Layout comprising of two phases or more phases). The Promoters have submitted to CIDCO and other authorities the said building plans, specifications and designs by proposing to construct residential buildings out of which building no. 1, 2, 3, 4 & 5 are of basement plus 6 upper floors and building no. 6, 7, 8 & 9 are of basement plus 14 upper floors by utilizing the total built up area of 10,296.906 sq. mtrs or thereabouts for the said plot. The CIDCO has sanctioned the initial proposed building plans, specifications and designs submitted by the Promoters and granted the Commencement Certificate and Development permission vide Letter No. CIDCO/ATPO/1567 dated 09/10/2007.

4. We have submitted to CIDCO and other authorities the amended building plans, specifications and designs by proposing to construct residential buildings comprising of Basement plus ground plus podium plus 2nd to 14th floor by utilizing the total built up area of 16241.498sq.mtrs or thereabouts for the said plot being Phase I of the project Kesar Exotica. The CIDCO has sanctioned the amended building plans, specifications and designs submitted by the Promoters and granted the amended Commencement Certificate vide Letter No. CIDCO/ATPO/460 dated 21/5/2009.
5. On demand, we have given you the inspection of all title documents relating to the property, Development Agreement, Permissions given by Concerned Authorities and the plans, designs and specification prepared by the Architect and the Structural Engineer and all other relevant documents specified under the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder;
6. Pursuant to the negotiations we had with you, we have provisionally reserved a Flat No. ____ on the ____ floor, admeasuring ____ sq. ft. area (approx) equivalent to _____ sq. mtrs (Carpet)in the building _____ in Phase I of the project “Kesar Exotica” for the consideration of Rs._____/ - (Rupees _____ Only) which is inclusive of the proportionate cost of common area and facilities. We shall also allot balcony area/verandah/exclusive open terrace/utility area of ____ sq. ft equivalent to ____

sq. mtrs appertaining to the said premises to you. Thus the aggregate area provided by us to you is ____ sq. ft equivalent to ____ sq. mtrs. and on the following terms & conditions (hereinafter referred to as the said Premises).

7. You have agreed to pay to us the said lumpsum consideration of Rs. _____/- (Rupees _____ Only) in the below mentioned manner :
- i) Rs. _____/- (Rupees _____ Only) paid on _____.
 - ii) the balance consideration of Rs. _____/- (Rupees _____ Only) shall be paid as per Annexure 'A' annexed hereto.
 - iii) You shall be liable to deduct TDS @ 1% on the above referred Agreement value and provide us the challan of payment of the TDS amount. Any delay in making payment and/or taxes as aforesaid, you shall be liable to pay interest and/or penalty levied by the concerned authorities in respect thereof.

The time for payment is an essence of contract. Whether you are availing the loan facilities from any financial institution or not, you have unconditionally agreed to pay all the balance installments as agreed hereinabove, failing which you shall be liable to pay interest as per the rate specified in the statute. We shall charge the financial charge to you without prejudice to our other rights in law.

Without prejudice to our right to charge interest upon you committing default in payment on due date of any amount due and payable by you to us (including proportionate share of taxes levied by concerned local authority and other outgoings) and upon you committing three defaults of payment of installments, we shall at our own discretion, may cancel this allotment; provided that we shall give notice of 15 days in writing to you, by registered post AD or by email at address provided by you, of our intention to terminate this allotment and of the specific breach or breaches mentioned by us within the period of notice then at the end of such notice period, we shall be entitled to terminate this allotment. Provided further

that upon termination of this allotment as aforesaid, we shall refund to you amount paid by you without any interest(subject to adjustment and recovery of brokerage paid and taxes or any other amounts paid as liquidated damages) within a period of thirty days of the termination of this allotment. Upon termination, you shall have no objection thereto. On cancellation/termination you shall have no claim of any nature whatsoever against us except in respect of the balance amount payable if any.

8. We shall under normal conditions construct a building as per the plan, designs, and specifications as seen and approved by you with such variation and modification as we may consider or as may be required by any Public or local authority to be made. All such variations and modifications shall be binding upon you.
9. You shall use the said Flat strictly for the purpose for which it is allotted. No change of user shall be permitted. You agree that you shall not transfer the benefits of this allotment without our previous written consent. We may grant such consent only upon payment of all the dues payable by you to us under this provisional allotment.
10. You agree to sign all applications, papers and documents and do all such acts, deeds and things as we may require for safe guarding the interest in the said project.
11. We shall give possession of the said flat premises to you on or before 31st December, 2020. Provided that we shall be entitled to reasonable extension of time for giving delivery of Flat on the aforesaid date, if the completion of building in which the Flat is to be situated is delayed on account of –
 - (i) war, civil commotion or act of God;
 - (ii) unavailability of cement, steel, or any other construction material required
 - (iii) timely receipt of approvals from concerned Competent Authorities
 - (iv) any notice, order, ,rule notification of the Government and /or other public or competent authority/court. Or
 - (v) any other reasons beyond our control.

12. You agree not to claim any right, title or interest in the said Premises or land till the entire contribution and other payments payable by you hereinabove set out is paid in full.
13. You shall be entitled to execute and register Agreement for Sale within 30 days from the date of payment of 10% of the total consideration/payable amount due as on date and shall pay applicable stamp duty, registration charges and other applicable statutory taxes and levies thereon.
14. You hereby agree to pay the following expenses and charges on or before the possession or on demand made by us.
 - a. the entrance fee as well as share application money.
 - b. Transfer premium of the Co-operative Housing Society.
 - c. the legal charges and documentation expenses for at the time of execution of this Agreement .
 - d. Deposit for Electric meter, water meter, installation of transformer, cable, in respect of the said Premises
 - e. Development Charges in respect of the said premises
 - f. Proportionate share of ad-hoc taxes, ad-hoc maintenance & other charges in advance for 12 months from the date of Occupation /Part Occupation Certificate.
 - g. Service Tax, VAT, Cess, GST or any other taxes or charges levied by the State or Government authorities.
 - h. Any other charges, taxes and expenses levied by the Government authorities.

In addition to the agreed consideration, and other charges mentioned hereinabove, the service tax/ VAT/ GST payable to the Central Government /State Government or any other or additional taxes, charges, levies as and when levied on the sale of this flat shall be borne and paid by you alone. It is hereby specifically agreed by you that the liability to pay the above mentioned tax shall remain in force even after we have handed over the possession of the said flat to

you. And at no point of time we shall be liable to bear or pay the same in any manner whatsoever.

15. In case, you wish to have a site visit, a prior written permission from the undersigned is necessary. We shall not be responsible for any accident or mishap that may happen on site either to you or to any of your family members or friends.
16. In respect of any amount remaining unpaid under this allotment we shall have a first lien, charge, etc., in respect of this allotment. All costs charges & expenses including Stamp duty, Registration Charges etc., in respect of this allotment and all further documents that shall be executed shall be borne and paid entirely by you alone.
17. You shall not be entitled to assign the benefit of this letter or purport to sell/transfer the flat until full purchase consideration and other dues are paid by you and only after obtaining our prior written consent.
18. The Purchasers of flats in Phase I of the said project and Purchasers of Flats in Phase II or any additional Phase/s shall collectively form a common Society of all flats/premises holders as per the provisions laid down by CIDCO and you shall not raise any objections on any ground as to our rights reserved hereunder.
19. At the time of execution of Assignment, you shall contribute and pay proportionate share of stamp duty, registration, CIDCO transfer charges payable, if any, on such Deed of Assignment / Conveyance in respect of the said property including the said building/s constructed (comprising of Phase I and Phase II or any additional Phase/s) on the said property in favor of the Society.
20. By virtue of your having signed this allotment letter, it shall be deemed that you have read and understood the contents of this allotment letter and have accepted the same in toto.

21. The detailed terms and sale of the flat shall be incorporated in the Agreement. The Agreement shall include the entire understanding s regards the sale of the flat to you and shall be governed by the provisions of Real Estate (Regulation and Development)Act, 2016 Rules and Regulations, there under. Provisions of this allotment letter shall be deemed to be incorporated into the Agreement. However, in case of any conflict between the provisions of the Agreement and this letter of allotment, the provisions of the Agreement shall prevail.

22. In the event of any disputes, differences or any question arising out of or in respect of this allotment letter or breach of any terms mentioned herein shall be submitted to the Concerned Authority as per the provisions of Real Estate (Regulation and development) Act, 2016 Rules and Regulations, thereunder.

23. This allotment shall be subject to Mumbai Jurisdiction Only.

For **M/s. Kesar Realty Pvt. Ltd.**

Partner

We hereby confirm the terms and conditions of this letter.

Mr./Mrs. _____