

**PROVISIONAL ALLOTMENT LETTER /RESERVATION LETTER**

**<Date\_of\_PAL/RL>**

**To,**

1. «Name of the legal owner 1» \_\_\_\_\_ aged: \_\_\_\_\_ adult, \_\_\_\_\_ occupation:  
«Occupation of legal owner 1» \_\_\_\_\_ residing \_\_\_\_\_ at:  
«House numberlegal owner 1»,«COlegal owner 1» \_\_\_\_\_  
«STREET1legal owner 1»,«STREET2legal owner 1»,«STREET3legal owner 1»«CITYI  
egal owner 1»,«POSTCODElegal owner 1»,«Statelegal owner 1»,«Countrylegal ow  
ner 1» PAN No. «PAN\_NOlegal\_owner\_\_1»
2. «Name of the legal owner 2» \_\_\_\_\_ aged: \_\_\_\_\_ adult, \_\_\_\_\_ occupation:  
«Occupation of legal owner 2» \_\_\_\_\_ residing \_\_\_\_\_ at:  
«House numberlegal owner 2»,«COlegal owner 2» \_\_\_\_\_  
«STREET1legal owner 2»,«STREET2legal owner 2»,«STREET3legal owner 2»«CITYI  
egal owner 2»,«POSTCODElegal owner 2»,«Statelegal owner 2»,«Countrylegal ow  
ner 2» PAN No. «PAN\_NOlegal\_owner\_\_2»
3. «Name of the legal owner 3» \_\_\_\_\_ aged: \_\_\_\_\_ adult, \_\_\_\_\_ occupation:  
«Occupation of legal owner 3» \_\_\_\_\_ residing \_\_\_\_\_ at: «House numberlegal owner 3»  
«COlegal owner 3» \_\_\_\_\_ «STREET1legal owner 3» \_\_\_\_\_ «STREET2legal owner 3»  
«STREET3legal owner 2» \_\_\_\_\_ «CITYlegal owner 3» \_\_\_\_\_ «POSTCODElegal owner 3»  
«Statelegal owner 3» «Countrylegal owner 3» PAN No «PAN NOlegal owner 3»

**Sub: Provisional Allotment of Unit/Villa no. [Unit No.], having Actual Plot Area admeasuring about <actual plot area sft.> Sft, Unit Carpet Area of ..... Sft, Unit Balcony / Otta Carpet Area of ..... Sft, and Unit Open Terrace Carpet Area of ..... Sft i.e. Total Carpet Area admeasuring ..... Sft, in the phase-2 of scheme known as "Pratham Meadows" situated at Vasna - Bhayli road, Bhayli, Vadodara.**

Dear Sir/Madam,

1. We (the Promoter) are developing a Scheme named **Pratham Meadows**, situated at vasna-Bhayli Road, Bhayli, Vadodara, in Phases. (Hereinafter referred to as the '**Said Project**').
2. We shall complete the entire construction of this Scheme in phases. Each phase shall be registered as an independent project under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "RERA Act" or "the RERA, 2016") or as may be deemed necessary by us.

We are constructing the current Phase-2, of Pratham Meadows, having 15 Nos. of Residential Villas (i.e. Unit No. 001 & 015 (of Villa-A type), 008 (of Villa-B type), 009 & 020 (of Villa-C type), 001A, 015A, 021 & 021A (of Villa-D type), 009B & 014B (of Villa-F type), 009A & 014A (of Villa-G type), 020A (of Villa-H type), 014 (of Villa-K type)) hereinafter referred as "Said Phase", on the part of the land bearing **Block No. 1746 Paiki and 1757/2 Village Bhayli, Vadodara** (hereinafter referred to as "Phase Land") out of the Total Project Land on which the Scheme Pratham Meadows is being developed. Said Phase is registered under the RERA Act, vide Registration no. **PR/GJ/VADODARA/VADODARA/Others/RAA03276/300718**.

We will complete the construction and obtained the Occupation Certificate of the Residential Villa of said phase.

3. Pursuant to your request, and subsequent to you/your nominee inspecting the Said Unit, and its necessary documents and relevant permissions of concerned authorities to your satisfaction, as envisaged under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as the "RERA Act") and subject to you agreeing to the terms by endorsing your consent on the foot of this writing, we are pleased to allot you, bearing Unit/Villa No. \_\_<Unit No.>\_\_, having Allocated Plot Area admeasuring about <actual plot area sft.> Sft, Unit Carpet Area of

<.....> Sft, Unit Balcony / Otta Carpet Area of <.....> Sft, and Unit Open Terrace Carpet Area of <.....> Sft i.e. Total Carpet Area admeasuring <.....> Sft (Hereinafter referred to as the **"Said Unit"**) in the Project known as Pratham Meadows, for the Total Receivables amount as estimated in the below table, to be paid by you at the time and in the manner as mentioned herein. Please note that your date of reservation / allotment is .....<Date of reservation>.....

4. It is agreed and understood that the allotment of the Said Unit is only provisional, subject to the completion of payments and compliance of the terms mentioned herein, by you.
5. You have paid a sum of Rs. [Booking amount paid Rs. in figure] as per details mentioned hereunder by way of Earnest money/Reservation Deposit (not exceeding 10% of Total Consideration):

| Sr. No. | Cheque / RTGS/NEFT No. | Dated | Amount | Name of Bank |
|---------|------------------------|-------|--------|--------------|
|         |                        |       |        |              |
|         |                        |       |        |              |

Time for payment of balance amount of Total Receivables and such other charges shall be the essence of the Allotment herein. Balance amount of Total Receivables shall be payable by you as per the payment schedule/instalment pattern mentioned below and subject to other clauses of this allotment.

6. Total Receivables shall mean the total of various charges mentioned here below:

| Sr. No. | Particular                           |                                          | Amount Rs                       |
|---------|--------------------------------------|------------------------------------------|---------------------------------|
| 01      | Total Consideration of the Unit (TC) |                                          | «Total_considerationRs»         |
| 02      | Other Charges                        |                                          | «Total_other_charges_in_figure» |
|         | 02a. Infrastructure Charges          | Rs<br>«Infrastructure_charges_in_figure» |                                 |
|         | 02b. Legal Charges                   | Rs<br>«Legal_Charges_in_figure»          |                                 |

|    |                                                     |                                     |                               |
|----|-----------------------------------------------------|-------------------------------------|-------------------------------|
|    | 02c. Statutory Charges                              | Rs<br>«Statutory_charges_in_figure» |                               |
| 03 | Consolidated Maintenance Fund (CMF)                 |                                     | «CMF_amount_In_figure»        |
| 04 | Estimated Stamp Duty & Registration Charges (SD&RC) |                                     | «Total_estimated_SD_RC_Rs»    |
| 05 | Estimated GST                                       |                                     | «GST»                         |
|    | <b>Estimated Total Receivables</b>                  |                                     | «Estimated_Total_Receivables» |

Above is the Estimated Total Receivables amount. Actual Total Receivables may include following charges as may be applicable time to time:

- a. Additional work cost
  - b. Delay Payment Charges
  - c. Any other Statutory Payments / taxes / escalation in statutory payment or taxes, as may be levied and applicable time to time by the Statutory Authority.
  - d. Proportionate share of Stamp duty, registration charges required for registering the conveyance deed of Open / common areas of the Scheme Pratham Meadows at the time of handover to Society / Association of all the Allottees.
  - e. Society formation, share application money, formation and registration of society charges and legal fees
  - f. Proportionate Insurance Cost if any
  - g. Monthly Maintenance Charges for common maintenance shall be levied for the Said Unit in future as may be decided / charged by the Society / PROMOTER as the case may be.
- 7.** You hereby confirm the following schedule of the payment and will make the payment accordingly in time. In case of any failure on your part to make payment as per the schedule given herein below, we shall have the right to cancel this Provision Allotment and/or to charge interest at the rate of 12% on the due amount, up till the date of payment of the amount due.

## 8. Schedule of Payment

- a. Rs. **[10 % of TC in figure]** (Rupees \_(in words)\_ only), being 10% of the Total Consideration paid by you to us as Booking Amount/Earnest money / Reservation Deposit prior to the execution hereof (the payment and receipt whereof the Promoter doth hereby admit and acknowledge).
- b. The balance Total Receivables shall be paid by you to us as per the payment schedule below:

| Installments    | Details of Installment amount | Amount Due Date                                  |
|-----------------|-------------------------------|--------------------------------------------------|
| 1 <sup>st</sup> | «Completion_level_1»          | «Payment_due_date_<br>based_on_intimation_<br>1» |
| 2 <sup>nd</sup> | «Completion_level_2»          | «Payment_due_date_<br>based_on_intimation_<br>2» |
| 3 <sup>rd</sup> | «Completion_level_3»          | «Payment_due_date_<br>based_on_intimation_<br>3» |
| 4 <sup>th</sup> | «Completion_level_4»          | «Payment_due_date_<br>based_on_intimation_<br>4» |
| 5 <sup>th</sup> | «Completion_level_5»          | «Payment_due_date_<br>based_on_intimation_<br>5» |
| 6 <sup>th</sup> | «Completion_level_6»          | «Payment_due_date_<br>based_on_intimation_<br>6» |
| 7 <sup>th</sup> | «Completion_level_7»          | «Payment_due_date_<br>based_on_intimation_<br>7» |
| 8 <sup>th</sup> | «Completion_level_8»          | «Payment_due_date_<br>based_on_intimation_<br>8» |

|                 |                      |                                                  |
|-----------------|----------------------|--------------------------------------------------|
| 9 <sup>th</sup> | «Completion_level_9» | «Payment_due_date_<br>based_on_intimation_<br>9» |
|-----------------|----------------------|--------------------------------------------------|

Payment terms are applied based on stage of construction of the Said Unit at the time of reservation. On arriving at the respective stage of construction, we shall intimate you through Payment Intimation letter and our account should be credited with the said amount on or before the Due Date. Amount Due Dates mentioned in the Payment Schedule above are proposed dates for completion of that particular stage of construction. Actual Due Date will be the 10<sup>th</sup> day from the date of Payment Intimation Letter sent by us to you and shall be linked to the actual completion of that particular stage of construction. In case where the Construction is already completed on or before the Reservation date, the above mentioned dates shall be considered as the actual Due Dates, by which the Payment should be credited by you.

9. You shall not create any third party right nor shall you be entitled to sell the Said Unit until the execution of Conveyance Deed without our consent.
10. You also confirm that until the time, the Conveyance Deed is executed and Total Receivables amount is paid, you shall not have any right, title and interest in respect of the Said Unit and amount paid shall remain with us as non-interest bearing deposit.
11. You are aware that this letter is "Provisional Allotment Letter", issued on an understanding and assurance given by you or your nominees to us that you or your nominees, have prior to the issuance of this allotment letter satisfied yourself, regarding our title in developing the said unit, its measurements and specifications by inspecting it, and our title in developing the Said Scheme / Project, and you have confirmed to us that the same is acceptable to you.
  - a. This Provisional Allotment Letter is given in accordance with the terms and conditions of the Approved Layout Plan Dated: **05-12-2016**. The Agreement to Sale and the Conveyance Deed for the Said Unit shall be executed as per the approved plans setting out the detailed terms and sale plan. This Provisional Allotment letter shall not be otherwise treated or produced in any other way apart for the purpose mentioned herein.
  - b. You hereby agree and are totally clear about the fact that the Said Unit has been allotted to you on the basis of the plans approved and sanctioned by

Vadodara Urban Development Authority.

- c. Further you are informed and aware that the necessary Construction permissions are obtained by us from the Vadodara Urban Development Authority for the Total Project Lands which includes all the Phases of the Scheme. You hereby agree and are totally clear that we for the development of the Total Project Lands, may require to alter, amend, modify and/or change the plans and specifications for the other Phases of the Pratham Meadows, for which we shall not require any consent from you as it shall not include the Said Unit or any part of Said Phase.

Further we agree that we shall ask for your prior consent in writing in respect of any variation or modifications if any required in the Said Phase which may adversely affect the Said Unit allotted to you.

- d. The possession of the Said Unit shall only be handed over to you 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 to Sale and Conveyance Deed that may be executed subsequently between the parties.
- e. You hereby undertake to compulsorily execute the Agreement to Sell within 30 days from the Date of Intimation. In case you do not execute the Agreement to Sell as per this undertaking, then this Provisional Allotment Letter for the Said Unit shall stand cancelled, and we shall therefore be at a liberty to deal with the Said Unit in any manner we deem fit and proper.
- f. In case of the cancellation by you for any inevitable reasons or Cancellation / termination by us as a consequence of default in payment from you; if it is done within 30 days from the date of Reservation, then Statutory charges, Brokerage or extra work cost if any paid (as per actual) and Rs.20,000/- would be charged towards administrative charges for the cancellation. If the cancellation is done after 30 days then additional administration charges of 0.5% of Total consideration of the Said Unit per month will be applicable.

- 12.** This Provisional Allotment Letter broadly sets out the terms of Allotment of said Unit and the detail terms of sale shall be recorded in the agreement to sell which is to be executed between the parties.

- 13.** In case you want to avail a loan from any FIs, we will submit our file with them but we shall not be responsible for any delay in sanction of your loan and this delay may lead to application of Delayed Payment Charges.
- 14.** Any delay tolerated or indulgence shown by us in enforcing the terms of the Agreement to sell or any forbearance or giving of time to you, shall not be constructed as a waiver on our part of any breach or non-compliance of any of the terms and conditions of this letter by you, nor shall the same, in any manner, prejudice our rights.

Thanking You.

Yours Faithfully

**For PRATHAM PROPERTIES**

#### **AUTHORISED SIGNATORY**

I/We have fully read and understood all the terms and conditions of the Reservation letter/Provisional Allotment Letter and I/We accept the same and it is binding to me/us and my/our heirs in the legal context.

.....

**<Allotte No. 1>**

.....

**<Allotte No. 2>**