

To,

Date:

_____ (Name of Purchaser)

_____ (Address)

Dear Sir/Madam

SUB: Booking/Allotment of Flat/Unit No. ____ on _____ Floor in tower _____ in the Scheme "Darshanam Aagman", situated on the Non Agricultural land (vide State Government Order/Tharav No. JMAN/392016/U.O.R.1/G, Sachivalaya, Gandhinagar Dated: 25/01/2017) admeasuring about 4740.49 Sq. Mts., out of total land admeasuring about 6364 Sq. Mtrs., of Survey No. 342, City Survey No. 1525, situated in the limits of mouje village; Danteshwar of Registration District/Sub-District Vadodara.

RERA Registration Number: _____.

1. We are pleased to inform you that upon considering your application and subject to terms and conditions appearing hereinafter, _____ (hereinafter is referred to as "the Promoter") has provisionally allotted the Flat/Unit No. ____ on _____ Floor in Tower _____ (the "Flat/Unit No. ____") in the Scheme named as; "Darshanam Aagman" (the "Scheme" or the "Project") to you. The Carpet area of said Flat/Unit No. _____ allotted to you is approximately _____ Sq.mts. and, the total balcony area is approximately _____ Sq.mts. (That is; total Built-up area of; _____ Sq.Mtrs. as per approved plans) and, the Undivided share of Land of; _____ Sq. Mtrs.), which you (i.e. the Buyer) has/have decided to buy for total consideration amount of Rs. _____/- (Rupees _____ only) and out of said total consideration amount, you have paid the initial token Amount of Rs. _____ (Rupees _____ only), which we hereby confirm to have received. Property Description Annexed hereto as ANNEXURE "D". We will give Possession of said Flat/Unit No. _____ on or before date; 31/12/2021, subject to Force Majeure conditions. This allotment shall further be subject to payment of other charges to be paid by you, as appearing hereinafter, before acquiring the possession of said Flat.
2. The above mentioned initial token amount paid along with the Application form shall be treated as your Earnest Money towards acquisition of the said Flat/Unit No. _____ and, you shall pay the balance of above mentioned total Sale Consideration amount in accordance with the payment plan which is annexed hereto as ANNEXURE "A". The other charges, which are payable by you at time of execution of Sale Deed towards the acquisition of the said Flat/Unit No. _____ and, which are over and above the said total sale consideration, are annexed hereto

as ANNEXURE "B" and the same are unconditionally acceptable to you. In the event of you failing to pay the balance amount of said total consideration and the other charges as previously mentioned in time as provided hereunder or if there is any delay on your part in making payment of any installment and/or any other charges, in accordance with the respective payment plan provided hereunder, you shall be charged interest @___% per annum calculated from the due date of any such respective outstanding delayed payment till the date of our actual receipt of the same along with the interest thereon, as previously mentioned, which is duly acknowledged and unconditionally accepted hereunder by you.

3. Please not that if any of the cheques or other instruments of payment issued by you towards any payment to be made as previously mentioned are dishonored due to any reason whatsoever, then we, the developers, shall be fully entitled at our sole discretion to further levy additional penal interest calculated @___% per annum calculated from the due date of such outstanding payment till the actual receipt of the same along with the applicable interest thereon, as previously mentioned, and including therein any other charges/interest that may be charged/debited by the bank in such regard, if any. In case of cancellation of the booking of said Flat/Unit No. _____, provisionally allotted hereunder, for any reason what-so-ever, an amount equivalent to the 10% of the said total consideration amount would be charged to you as the "Booking Cancellation Amount" and you have agreed hereunder to accept the same.
4. This provisional allotment with respect to the said Flat/Unit No. ____ is subject to your making timely payments of all amounts as per schedule provided hereunder and further subject to your complying with all your obligations, terms and conditions, which are more particularly described in ANNEXURE "C" annexed hereto. If you fail to comply with any of your obligations with respect to the transaction contemplated herein in manner as mentioned herein or otherwise within further time period granted, if any, for payment of the said sale consideration amount as aforesaid then, we, the developers, shall be fully entitled, at our sole discretion at any stage, to cancel the provisional Allotment/Booking granted hereby of the said Flat/Unit No. _____ and whereupon, we shall be entitled to forfeit the said Earnest Money paid hereunder.

In Token of your confirmation of the above, please return back to us the duplicate copy of this letter duly signed by you as your acknowledgement cum unconditional acceptance whereof.

Thanking you,

Yours Sincerely,

For

Authorized Signatory

Encl: As above mentioned.

I, the undersigned, hereby acknowledge and unconditionally accept this provisional Allotment subject to the terms and conditions mentioned and provided hereunder;

Name of the Purchaser (i.e. the Allottee hereunder): _____.

Signature of purchaser

ANNEXURE-“A”

PAYMENT SCHEDULE

On or before date	Amount to be paid
<u>TOTAL RS</u>	

ANNEXURE-“B”

OTHER CHARGES TO BE PAID

Details of Charges	Amount to be paid
<u>TOTAL RS</u>	

ANNEXURE-“C”

TERMS AND CONDITIONS OF ALLOTMENT BEING MADE HEREUNDER

- (a) The total Sale consideration of the said Flat/Unit No. ____ is Rs. _____
(Rupees_____ Only) As on the date thereof the purchaser has paid a sum of Rs. _____
(Rupees_____ Only) as an initial payment (herein referred to as "Earnest Money")
and being part payment out of total sale consideration of said flat. The purchaser hereby
agrees to pay to the developers/owner the balance payment/amount of the sale

consideration of Rs _____ (Rupees_____Only) (hereinafter referred to as the “Balance Sale Consideration”) for the purchase of the said flat in manner set out in ANNEXURE-“A” mentioned hereinabove

- (b)** Unless otherwise mutually agreed by the Parties herein, only upon the payment of the entire Balance Sale Consideration and other charges, as hereunder provided, the execution/registration of the sale deed in favor of the purchaser with respect to the said Flat/Unit (the “SALE DEED”) shall be executed by us, i.e. the Developer.
- (c)** The purchaser shall make payment of the said Sale consideration as provided under this Allotment by account payee cheques and/or demand drafts and/or pay orders (including remittances from abroad) in favor of; “Cube Construction Engineering Ltd”, payable at Vadodara (Gujarat). The other payments, to be made with regard to the respective amount towards security deposit, advance running maintenance share contribution, legal charges, society admission fees, maintenance deposit, proportionate share of taxes, electricity charges, municipal corporation charges, statutory dues etc., as may be applicable during the course of time before hand over of possession of said Flat/Unit and as indicatively provided at this stage in the ANNEXURE-“B” herein, shall be payable by the purchaser separately by account payee cheques and/or demand drafts and/or pay order (including remittances from abroad) in favor of “Cube Construction Engineering Ltd” payable at Vadodara. **(d)** The terms and conditions mentioned herein shall stand as having been merged into Sale Deed when executed by the developer with respect to the said Flat/Unit.
- (e)** The purchaser shall pay the applicable stamp duty, registration charges, Legal/Advocate charges and other incidental expense thereto payable at the time of registration of the Sale Deed of said Flat/Unit whenever the same is executed.
- (f)** The Purchaser shall be responsible to bear and pay all applicable taxes/levies/cesses and/or any increase thereto including Goods and service tax, local taxes, water charges, insurance, duties, cess and such other levies, if any of which are imposed by the concerned local authority and/or government and/or other public authority, at actual and as and when demanded by the developer including but not restricted to applicable taxes on sale of the said Flat/Unit by the Developers (i.e. us) or on account of change of Name of user/Owner of the said Flat/Unit being allotted hereunder to the purchaser
- (g)** The Purchaser shall not have any right to transfer, assign or part with Purchaser’s interest or benefits of the said Flat/Unit in any manner what so ever without written consent in such regard from the Developer.
- (h)** Upon termination, if any, of this allotment, the Purchaser (i.e. the Allottee hereunder) shall have no right, title and interest in the said Flat/Unit and the developers shall be at liberty to dispose off and sell the said Flat/Unit to such other person and at such price as the developer may in its absolute discretion think fit.

- (i) The Purchase shall entered in agreement to sale as per as per the provisions of the Real Estate (Regulation and Development) Act, 2016.

ANNEXURE “D”

Description of property given in sale)

In the village moje Danteshwar of Registration District Vadodara, Registration Sub-District Vadodara of Gujarat State there is Non Agricultural Land bearing **No.342**, total Non-Agricultural Land **4740.49 Sq. Mt.** land the construction permission of **TOWER – ____ to ____** has been obtained as per approved map and the Scheme in the name of; "**Darshanam Aagman**" has been organized. And out of which, the property having measurement described below has been decided to be conveyed/sold hereby in manner provided hereunder to You/FIRST PARTY;

Tower	Floor	FLAT No.	Built-up Area (Sq. Mtrs.)	Carpet Area (Sq. Mtrs.)	Exclusive Balcony Carpet Area (Sq.Mtrs.)	Undivided share of common land Area (Sq. Mtrs.)
A						

Four boundaries are as under;

East :
West :
North :
South :