

LETTER OF ALLOTMENT

Date:-

To,

Subject : Allotment of residential unit no. _____ in the Building known as "**OM HEIGHTS**" Village Gangapur, Nashik.

We thank you for your Application dated _____ bearing No. _____ addressed to 1. Smt. Sushila Dattatray Kalamkar, 2. Mr. Umakant (Umesh) Trambak Thorat and 3. Mr. Rajesh Gokulsingh Gurudinasinghani and for the payments required for the purpose of allotment of your chosen unit in OM HEIGHTS. It is indeed our pleasure to inform you that the Unit booked by you via the aforementioned Application Form and provisionally allotted to you is now being finalized subject to the terms and conditions as stated in the Application Form and hereunder.

The details of the Applicant and the Unit allotted thereto are as under.

Name of Allottee(s)	
Address of Allottee(s)	
Email ID of the Allottee(s)	
Unit No.	
Name of Building	OM HEIGHTS
Floor No.	
Type of Unit	
Carpet Area	
No. of Car Parking(s) allotted	
Consideration Value	

Terms and Conditions:-

1. Upon issuance of this Letter of Allotment, the Allottee shall be liable to pay the aforesaid Consideration Value and the Society and Other Charges as specified in Annexure "B" hereto together with the applicable government taxes and levies as per the Schedule of Payments specified in Annexure "A" hereunder, time being of the essence.
2. The Allottee shall, in relation to the Unit, make all payments to the Owner/Vendor from his own bank account only and not from and through the bank accounts of any third parties. The Allottee alone shall be responsible and liable in relation to the payments made by any third parties. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit shall be issued in favour of the Allottee only.
3. The Allottee agrees and undertakes to be bound by and perform all the obligations and the terms and conditions contained in the Application Form and this Letter of Allotment, including timely payment of amounts stated hereunder.
4. In the event the Allottee fails or neglects to comply with any of his obligations under the Application Form / Letter of Allotment, including (but not limited to) making payment of all due amounts as per Schedule of Payments stated in Annexure "A" hereto (and interest thereon, if any) or seeks to withdraw or cancel the Letter of Allotment

default and the Allottee shall be provided with a further period of 15 days from the date of such notice to cure the said default. In the event the Allottee fails to cure such default within 15 days from the date of notice of such default (or such default is not capable of being cured), the Owner/Vendor shall have the option to cancel the allotment of the Unit, by sending a termination letter by RPAD /Speed Post. On such termination, the following shall apply:

a) The allotment/booking/Agreement to Sell for the Unit(s) shall stand immediately terminated and the Allottee shall have no right whatsoever with respect to the Unit(s), save and except the right to receive Refund Amount as per (b) below.

b) All amounts paid to the Owner/Vendor by the Allottee towards Consideration Value or part thereof (excluding interest and taxes thereon) after deducting therefrom the Liquidated Damages amounting to 10% of the Total Consideration ("Refund Amount") shall be refunded. The payment of the Refund Amount shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the interest and/or taxes paid on the Consideration Value shall not be refunded upon such cancellation/termination. In the event, the amounts paid by the Allottee towards Consideration Value is less than the Liquidated Damages, the Allottee shall be liable and agrees to pay to the Owner/Vendor the deficit amount of Liquidated Damages.

c) The payment of Refund Amount shall be made through PDCs in 12 equal monthly installments. The first such monthly installment shall commence from the 13th month of the date of the letter of termination. The Allottee shall collect the said cheques at any time from the Owner/Vendor after giving advance notice in writing of at least 3 working days.

5. All overdue payments shall attract interest at 18% p.a., quarterly compounded, from the dates they fall due till realization. It is clarified that payment of such interest shall be without prejudice to the other rights and remedies available to the Owner / Vendor, including the right to cancel/terminate the allotment and/or claim losses/damages incurred or suffered in that regard.

6. The Consideration Value is free of any escalation, provided that in case the cost of inputs increase by more than 10% of the average cost of inputs estimated to be prevailing on the date of start of construction of the Wing/Building, then the Consideration Value shall stand increased by an additional amount equal to quantum of the increase in cost of inputs beyond the said escalation of 10%. The average cost of inputs shall be calculated using the Input Price Index of Construction Material and Labour Costs. It is however clarified that, irrespective of the quantum of increase in input costs, the maximum additional amount payable on account of this factor shall not exceed 4.99% of the Consideration Value. It is also clarified that the Consideration Value shall not stand reduced below the amount(s) stated herein under any circumstances. The said applicable quantum of increase in input costs shall be certified by the Chartered Accountant of the Owner/Vendor and the Purchaser agrees that such calculation shall be binding on him and waives any right to raise a dispute in this regard.

7. The Owner/Vendor shall endeavor to make available the Unit for Possession (for fit outs) by _____ (with a grace period of 18 (eighteen) months), subject to the Allottee not being in breach of any of the terms of the Application Form/Letter of Allotment/ Agreement to Sell. In the event of any force majeure situations (including but not limited to inordinate delay in issuance of NOCs/ connections/ approvals/ licenses from the competent local authorities and/or judicial or regulatory orders), the date of such

8. The unit(s) cannot be let, sublet, re-sold or transferred to any third party by the Allottee till all amounts in relation to the Unit have been received by the Owner/Vendor and the Allottee has taken possession of the Unit.

9. The Allottee agrees not to do or omit to do any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building or the Owner/Vendor or its associates or its representatives. In the event, the Allottee does or omits to do any such act, deed or thing then it shall constitute an event of default and the Owner/Vendor shall be entitled to proceed as per the provisions of this Allotment Letter.

10. The Allottee hereby agrees that the Owner/Vendor shall be entitled to recover / set off / adjust from the amounts if any, payable by the Allottee to the Owner/Vendor including the Consideration Value, the Society and/or Apartment Formation and Other Charges, interest and /or Liquidated Damages. The Allottee agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Allottee, in that regard, shall be deemed to have been waived.

11. This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Nashik alone shall have exclusive jurisdiction over all matters arising out of or relating to this Letter of Allotment. Any dispute shall be settled by a sole arbitrator appointed by the Owner/Vendor and the arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Warm Regards,

1. SMT. SUSHILA DATTATRAY KALAMKAR

2. MR. UMAKANT (UMESH) TRAMBAK THORAT

3. MR. RAJESH GOKULSINGH GURUDINASINGHANI

ANNEXURE-A

Milestone	Payment
Booking Amount-I	Rs.
Mandatory Registration of Agreement to Sell	
On initiation of Block works/Partition Walls	
On initiation of Plumbing Works	
On initiation of Fitouts	

Note: GST, LBT and any other government levies shall be extra as applicable.

• Registration of Agreement to sell (Stamp Duty, LBT, GST & Registration charges apply) to be completed immediately after payment of Booking Amount and before the next installment as per the Schedule of Payments is due. The Owner/Vendor reserves its

right not to accept any payment over the Booking Amount till such time that the Agreement to Sell is registered and any delay in payment on this account shall be deemed to be delay on account of the Purchaser.

- All applicable Government Taxes and Levies including GST, LBT shall be payable as and when demanded by the Owner/Vendor.

- The Consideration Value paid by the Allottee to the Owner/Vendor shall be appropriated firstly towards any cheque bounce charges or any other administrative expenses, then interest and costs and expenses and lastly towards outstanding dues in respect of the Unit

- In the event the Allottee approaches a bank/financial institution for availing a loan, any delay by such bank/financial institution in making the payment as per Annexure "A" above shall attract interest at 18% per annum from the date they fall due till realization of payment and shall constitute an event of default. In such event, the Refund Amount, if any, shall be paid by the Owner/Vendor to the bank/financial institution of the Allottee.

ANNEXURE-B

SOCIETY AND/OR APARTMENT FORMATION AND OTHER CHARGES

(I) Provisional Common Area Maintenance:-

a) Rs. _____/- (Rupees _____ only) towards provisional Building Common Area Maintenance charges for a period of _____ months from Date of Offer of Possession (for Fit Outs).

(II) Provisional Property Tax :-

Rs. _____/- (Rupees _____ only) as an advance towards provisional Property Tax in respect of the Unit for a period of _____ months from Date of Offer of Possession (for Fit Outs).

(III) Electricity Deposit Reimbursement :-

Rs. _____/- (Rupees _____ only) towards provisional amount of reimbursement of deposit paid to Electricity Supply company on Allottee's behalf. The benefit of the said deposit shall stand transferred to the Allottee when meter is transferred to Allottee's name.

(IV) Other Charges :-

Towards	Amounts
Administrative Charges	Rs.
Legal Charges	Rs.
Utility connection & related expenses	Rs.