ALLOTMENT LETTER

To,

Date:-

Mr./Ms.

Dear Sir/Madam,

We are pleased to allot you the Flat bearing No. ***……*** *on the* ***……. Floor*** *of the Admeasuring Saleable area of (Only for Stamp Duty Purpose) Building named* ***……*** *in our project situated at land bearing* ***Plot No.- ……., Sector- ……., ……., District - ……., ……*** *for the total lum sum consideration of* ***Rs……/-*** *(Subject to payment receive as per our payment schedule and the fulfillment of the terms and condition of this allotment letter.)*

A) The details of Flat cost are as follows:-

Flat Cost	*RS.*
	Rs.
Society charges	*Rs.*
Total	***Rs.***
Reg. & Stamp Duty Charges, Govt. tax extra	

B) The details of Payment Schedule as per payment schedule, which is annexed and marked here as ***ANNEXER – A.***

C) The details of terms and conditions are as follows:-

1. *That the intending allottee(s) has applied for allotment of a residential apartment with full knowledge of all the laws / notifications and rules applicable to this area, where the said project of M/S. OM SAI RIDDHI SIDDHI DEVELOPERS is located and same shall be explained by the Promoter and understood by him/her. The Allotment is subject to the Flat Buyer accepting the terms and conditions of the allotment letter.*

2. *That the intending allottee(s) has fully satisfied himself /herself about the interest and the title of the Promoter in the said land on which the apartment will be constructed and has understood all limitations and obligations in respect thereof. There will be no further investigation or objections by the intending allottee(s) in this respect.*

3. *That the intending allottee(s) has accepted the plans, designs, specifications, which are kept in the Company's office and hereby agrees that the Promoter may change such variations, additions, alterations, deletions and modifications therein as it may, in its sole discretion deem appropriate and fit or as may be done by any competent authority and the intending allottee(s) hereby gives consent to such variations/additions/ alterations / deletions and modifications.*

4. *That the Promoter 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 flat, no claim monetary or otherwise will be raised or accepted, except the amount received shall be refundable in full without interest.*

5. *That building plans and layout are subject to changes and approval of Navi Mumbai Municipal Corporation and CIDCO. The Promoter reserves their right to make additions or amendments as may be necessitated from time to time.*

6. *That the intending allottee(s) shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Company, which may in its sole discretion, permit*

the same on such terms as it may deem fit.

7. *That the intending allottee(s) agrees that he/she shall pay the price of the flat on the basis of the carpet area inclusive of proportionate share of common areas and all other charges as and when demanded. He/She also agrees to make all payments through demand drafts / Cheques payable at Mumbai only.*

8. *That the Promoter and the intending allottee(s) hereby declare that the amounts paid with the application and in installments as the case may be, to the extent of 20% of the sale price of the flat will collectively constitute the earnest money. This earnest money shall stand forfeited in case of non fulfillments of these terms and conditions and those of Agreement as also in the event of the failure by the intending allottee(s) to sign the Agreement within the time.*

9. *That the timely and regular payment of installment is the essence of this contract. It shall be incumbent on the intending allottee(s) to comply with the terms of payment and other terms and conditions of sale, failing which the intending allottee(s) shall have to pay interest @24% per annum on the delayed payments and the Promoter reserves its right to forfeit up to 10% of the sale price of the unit in the event of any irregular/ delayed payments / non-fulfillment of terms of payment and the allotment may be cancelled at the discretion of the Company.*

10. *That the intending allottee(s) agrees to reimburse to the Promoter and to pay on demand all taxes, levies or assessment s whether levied now or livable in future on land and/or building as the case may be.*

11. *That the Promoter shall endeavor to give possession of the apartment to the intending allottee(s) in within 48 months after receipt of the commencement certificate and subject to receipt of the occupation certificate by the Promoter from the concerned authority subject to force major circumstances or reasons beyond the control of the Promoter and on receipt of all payments and other charges as per installment plan from the date of booking and payable up to the date of possession according to the payment plan applicable to him/her. The Promoter or completion of the construction shall issue final call notice to the intending allottee(s), which shall within 7 days thereof, remit all dues and take possession of the apartment. In the event of his/her failure to take possession for any reason whatsoever, he shall be deemed to have taken possession of the allotted unit.*

12. *That the intending allottee(s) of the apartment shall pay necessary charges including security deposit for maintenance an upkeep of the complex and provision of the various services as determined by the Promoter or its nominated agency as and when demanded by the Promoter/its nominee. This arrangement will be carried out until the services are handed over to the local bodies. The intending allottee(s) agrees and consents to this arrangement and will not question the same singly or jointly with other Buyers.*

13. *That the present allotment is subject to the condition that there are no price control/restrictions from any authorities. In case of any control or any restrictions on the price of the flat being imposed by any authority, this allotment will be liable to be cancelled by the Promoter in their sole discretion and the money deposited by the flat buyer will be refundable without any interest. No claim, monetary or otherwise shall be raised by the flat buyer or accepted by the Promoter in this regard.*

14. *That the cost of flat and provision for other charges etc. has been made keeping in view the normal practices, conventions and the statutory requirements as of today. Should at any time after possession either by statutory requirement or otherwise it becomes necessary to provide for any further equipment/facilities etc. then the cost of such provisions/installations shall be addition and proportionately charged for. Similarly, the maintenance of all such equipment/facilities will from part of the maintenance charges.*

15. *That all Navi Mumbai Municipal Corporation charges including the premium, and any other levies or charges demanded or to be imposed by the authorities have to be borne proportionately by the Flat Buyer. If any unearned increase or other charges are levied by the Navi Mumbai Municipal Corporation or any Government or local authorities on the transfer of the Flat by the Promoter to the Flat Buyer or on the transfer/ conveyance of the plot and/or superstructure thereon in the name of the Flat Buyer, Society, Body Corporate etc. as the case may be, the same shall be borne separately by the Flat Buyer. The above charges shall be payable by the Flat Buyer as and when the call notice thereof gives by the Promoter within the time specified.*

16. *That any charges demanded by the Navi Mumbai Municipal Corporation or any other local/Government body towards vacant land tax, house tax or any other taxes, levies or charges during the*

course of construction, and thereafter shall be borne by the Flat Buyer irrespective of the fact that he has not been enjoying any benefits of his Flat. Such charges shall be payable immediately on demand in proportion to the area of that Flat allotted herein. However, if assessment of the house tax is not separately made by Navi Mumbai Municipal Corporation then in that event each Flat Buyer will pay the proportionate share on the basis of the area of his Flat.

17. *That the Conveyance Deed for the land may be executed in the name of a limited Company, Body Corporate, Co-operative Society etc. to be decided upon by the Promoter and the charges shall be borne by the Flat Buyer in proportion to the carpet area allotted. The Conveyance Deed will be executed only after all the Flat buyers have paid their respective share of cost of the Flat in full. The stamp, registration and other charges for executing the conveyance Deed will be payable by the Flat Buyer proportionately. All the above charges shall be payable by Flat Buyer as and when the call notice thereof is given by the Promoter within the time specified.*

18. *That the intending allottee(s) shall get his/her complete address registered with the Promoter at the time of booking and it shall be his/her responsibility to inform the Promoter by registered A/D letter about all subsequent changes, if any, in his/her address, failing which all demand notices and letters posted at the first registered address will be deemed to have been received by him/her at the time when those should ordinarily reach such address and the intending allottee(s) shall be responsible for any default in payment and other consequences that might occur there from. In-all communication the reference to property booked must be mentioned clearly.*

19. *That the Promoter shall have the first lien and charge on the said apartment for all its dues and other sums payable by the intending allottee(s) to the company.*

20. *That the allotment of the flat is entirely at the discretion of the Company.*

21. *That the intending allottee(s) undertakes to abide by all the laws, rules and regulations or any law as may be made applicable to the said property i.e. (Apartment/car parking space and other amenities and facilities).*

22. *That the intending allottee(s) agrees to pay the total sale price and other charges of Flat, as per the installment plan opted by him/her.*

23. *That the allottee(s) shall use the premises for residential purposes only. The allottee(s) shall not use premises for either commercial or any other purpose.*

24. *That in case there are joint intending allottee(s), all communication shall be sent by the Promoter to the intending allottee(s) whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on all the intending allottee(s) and no separate communication is deemed necessary to the other named intending allottee(s). The intending allottee(s) has agreed to these conditions of the company.*

25. *The Hon'ble Panvel Court alone shall have jurisdiction in all disputes or matters concerning this transaction.*

For M/S.

Authorized Signatory

I/We have fully read and understood the above mentioned terms and conditions and agree to abide by the same.

Date:

Place: ***Signature of the intending Allottee(s)***

ANNEXER – A

SCHEDULE OF PAYMENT

The Purchaser/s shall pay to the Promoters a sum of ***Rs..... /-*** ***(Rupees ..... only)*** *as per the Schedule fixed between both the parties as under:*

Payment Schedule

Schedule of Payments	FLATS
On Booking as Earnest Money	**10 %**
On Commencement Work	**10 %**
On Completion of Plinth	**10 %**
On Completion of 1st Slab	**4 %**
On Completion of 2nd Slab	**4 %**
On Completion of 3rd Slab	**4 %**
On Completion of 4th Slab	**4 %**
On Completion of 5th Slab	**4 %**
On Completion of 6th Slab	**4 %**
On Completion of 7th Slab	**4 %**
On Completion of 8th Slab	**4 %**
On Completion of 9th Slab	**4 %**
On Completion of 10th Slab	**4 %**
On Completion of 11th Slab	**4 %**
On Completion of 12th Slab	**4 %**
On Completion of Brick Work	**6 %**
On Completion of Plaster work of the flat	**6 %**
On fixing of flooring of the flat	**5 %**
On fixing of window & Door of the flat	**3 %**
On Possession	**2 %**
TOTAL	***100%***