

Date :- __/__/2017

To,

**Sub: Allotment of residential Flat/Shop/Office/
Bungalow No. _____ of Building _____
in the project "PUSHPANJALI RESIDENCY
PHASE III".**

Dear Sir/Madam,

We are pleased to allot you the residential/ Flat/ Shop/Office/
Bungalow No. _____ admeasuring _____ square meters Carpet area
(as defined under RERA) along with _____ square meters enclosed
balcony and attached open balcony for exclusive use admeasuring _____
square meters and _____ square meters cupboard area on the
_____ floor in the Project **"PUSHPANJALI RESIDENCY PHASE III"**
(hereinafter referred to as the **"Said Premises"**) for the total
consideration of Rs. _____/- (Rupees
_____ only) on the terms and
conditions mutually agreed between us.

The terms and conditions of allotment of the flat are attached
herewith for the same.

Terms and Conditions

1. The Said Premises and the aforesaid project is being constructed on land bearing 1) Survey No. 99/2 (old 64/2) admeasuring 5720 square meters, 2) Survey No. 101/3 (old 63/3) admeasuring 3490 square meters, 3) Survey No. 99/4B (old 64/4B) admeasuring 2690 square meters, 4) Survey No. 97/1 (old 67/1) admeasuring 4200 square meters,, 5) Survey No. 98/1A (old 131(p)) admeasuring 2460 square meters, 6) Survey No. 58/1 (old 66/1) admeasuring 1090 square meters, 7) Survey No. 98/1B (old 131(p)) admeasuring 2700 square meters, 8) Survey No. 99/6 (old 64/6) admeasuring 1540 square meters, 9) Survey No. 59/1A (old 65/1A) admeasuring 600 square meters, 10) Survey No. 58/5A (old 66/5A) admeasuring 130 square meters, 11) Survey No. 99/4A (old 64/4A) admeasuring 1010 square meters,12) Survey No. 59/2 (old 65/2) admeasuring 400 square meters,13) Survey No. 97/3/3 (old 67/3/3) admeasuring 1770 square meters and 14) Survey No. 99/3 (old 64/3) admeasuring 4650 square meters, admeasuring in aggregate 32450 square meters, lying, being and situate at Village Owale, Tal. & Dist. Thane, within the registration district Thane and within the limits of Thane Municipal Corporation (hereinafter referred to as the "**Said Property**").
2. The Promoters have been constructing 4 Buildings viz. Building S1, S2, S3 and S4 consisting of Stilt + up to 30 upper floors, along with Club House on Podium + Ground + First Floor. The Developers have already completed construction of 2 single bungalows and 19 twin bungalows and construction of 3 single and 3 twin bungalows is in progress. The Developers shall also be obtaining permission for additional building of stilt + podium + up to 30 upper floors. The said four buildings are consisting of shops, offices, flats/apartments, tenements, dwelling units and premises of all kinds, for residential, non-residential, and/or any other

authorized user, together with provision of parking spaces and other necessary amenities and services thereto like, Parking etc. The Promoters may obtain part occupancy certificate for Residential/Commercial Flat/Shop/Office/Bungalow and may deliver possession to the occupants of Flat/Shop/Office for which part occupancy certificate is granted by Thane Municipal Corporation (TMC).

3. The Promoters have agreed to allot the said premises for the mutually agreed price of Rs. _____/- (Rupees _____ only) (hereinafter referred to as the '**Sale Price**'). You are required to pay the agreed price as per the schedule in the following manner:

PAYMENT SCHEDULE

SR. NO.	INSTALMENTS	PERCENTAGE	PRINCIPAL AMOUNT
1.	Within one month from Booking.	10%	
2.	On Completion of Plinth.	20%	
3.	On Completion of 1 st slab	3%	
4.	On Completion of 3 rd slab	3%	
5.	On Completion of 5 th slab	3%	
6.	On Completion of 7 th slab	3%	
7.	On Completion of 9 th slab	3%	
8.	On Completion of 11 th slab	3%	
9.	On Completion of 13 th slab	3%	

10.	On Completion of 15 th slab	3%	
11.	On Completion of 17 th slab	3%	
12.	On Completion of 19 th slab	3%	
13.	On Completion of 21 st slab	3%	
14.	On Completion of 23 rd slab	3%	
15.	On Completion of 25 th slab	3%	
16.	On Completion of 27 th slab	3%	
17.	On Completion of 29 th slab	3%	
18.	On Completion of top slab	3%	
19.	On Commencement of Brickwork	10%	
20.	On Completion of work of internal and external plaster	7%	
21.	On possession	5%	
TOTAL		100%	

4. Sale Price as mentioned hereinabove is exclusive of any taxes, which may be leviable by any appropriate authorities would include but not limited to taxes like Vat / Service Tax/ GST and any other tax, both present and future, as may be applicable from time to time, shall be separately charged and recovered from you.
5. You are required to deduct TDS of 1% amount out of every installment of basic sale price in accordance with the provisions of Income Tax Act & Rule made thereunder. You shall be required to

submit the certificate of payment of TDS payment within period of 15 days from the date of payment of concerned installment.

6. You shall also be responsible to pay Advance Maintenance, Vat / Service Tax/ GST society formation charges and such other ancillary charges as to be detailed in the Agreement for Sale. In addition to the above mentioned charges proportionate contribution of title insurance premium shall be required to be paid by the purchasers.
7. **Failure/Delay in Payment:** It is agreed by you that out of the amount(s) paid/ payable towards the Sale Price, _____ (_____ only) shall be treated as EARNEST MONEY to ensure fulfillment by you of the terms and conditions, as contained herein. Time is the essence of the terms and conditions mentioned herein and with respect to your obligations to pay the Sale Price as provided in the Payment Plan along with other payments such as, applicable stamp duty, registration fee and other charges on or before the due date or as and when demanded by Promoters, as the case may be and also to perform or observe all the other obligations by you under this Allotment.
8. You shall be liable to pay interest @ marginal cost of lending rate of SBI plus 2% per annum shall be paid on the amount due till the date of payment (both days inclusive).
9. Upon non-receipt of the installment within due date, Promoters may issue a notice to you to pay the amounts due within 60 (sixty) days of due date after which Promoters may unilaterally terminate the present allotment and shall refund the consideration paid by you in consideration of the Said Premises after deducting 5 % of

the consideration amount as cancellation charges and the present allotment shall stand cancelled and terminated with immediate effect.

10. You shall before taking possession of the said Premises clear all the dues of Promoters towards the said Premises.
11. You hereby agree/s that you shall be responsible and liable to pay Vat / Service Tax/ GST as may be applicable on transfer and sale of the said Premises by Promoters. You would also be liable to pay interest/ penalty/ loss incurred to Promoters on your account and/or failure and/ or delay to pay Vat / Service Tax/ GST and/or such other levies, statutory charges etc. within 7(seven) days of being called upon by Promoters. You shall also be responsible to pay any other taxes and charges levied by the Government or other statutory authority/ies from time to time.
12. The Promoter may in their sole and unfettered discretion form society/company for the Said Building.
13. You shall become the member of the Co-operative Society or any other organization to be formed of the purchasers of premises in our project **“PUSHPANJALI RESIDENCY PHASE III”** and observe, perform and comply with the bye-laws, rules, regulation of such society/organization. You shall sign the necessary forms, applications, papers, and other documents as may be required for becoming member of such society/organization within seven days from the date of receipt thereof by you.
14. You shall not entitled to sell, assign, transfer, lease or part with rights and allotment in respect of the Said Premises in favour of any third person without prior written permission from the Promoters.

15. The allotment of the Said Premises is entirely at the discretion of Promoters and Promoters reserve their right to unilaterally cancel the allotment in the event of the breach of the terms and conditions of this allotment by you.

Yours faithfully,

For M/S. RAM DEVELOPERS

Mr. Mohan B. Shinde

Partner

I/We accept the terms of Allotment and undertake to abide by the same. I/We have verified the flat sale agreement draft and undertake to execute the flat sale agreement as per the standard draft of the Promoters. The stamp duty and registration charges payable in respect of such agreement shall be borne and paid by me/us. Present Allotment shall supersede all previous writing, documents and arrangement between the Parties.
