

## **LETTER OF ALLOTMENT**

Date: \_\_\_\_\_

To,

**Mr/Mrs.** \_\_\_\_\_

**Add:**

Dear Sir/Madam,

We are pleased to confirm the allotment of Flat No. \_\_\_\_\_ on \_\_\_\_\_ floor admeasuring \_\_\_\_\_ sq. ft. carpet area [as defined under Section 2(k) of the Real Estate (Regulation and Development) Act 2016], being developed and situated lying and being on plot bearing Old C.T.S. Nos. 3, 4, 5, 6 & 7 and now bearing New CTS Nos. 3B(1), 3B(2) & 3B(3) of Village: Wadhawan, Taluka-Borivali at Kandivali (East), Mumbai Suburban District which is known as '**SOLITAIRE EDGE**'

The Total Consideration Value of the Flat is **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_ **only**)

The Allottee/s hereby agrees to purchase the stilt/Podium/mechanical/Stack parking no: \_\_\_\_\_ situated at \_\_\_\_\_ Stilt/Podium floor being constructed in the said Sale Building No:2 Namely "**SOLITAIRE EDGE**" for the consideration of Rs. \_\_\_\_\_.

The total aggregate consideration amount for the said Flat including parking is thus Rs. \_\_\_\_\_.

### **Other Terms and Conditions:**

- 1) The Allottee/s has/have full knowledge of the rules, laws and notifications applicable to this area and in general, which have been explained by the Promoter and understood by him/her/them.
- 2) The Allottee/s has/have satisfied himself/herself/themselves about the interest and rights of the Promoter /Developers in the land on which the said building is being developed and understanding all limitations and obligations in respect thereof. Hereafter no complaint/objection on this account shall be entertained.

- 3) The Allottee/s agree that the Promoter shall have the right to effect suitable change and necessary alterations in the building plan, if and when necessary, which may involve all or any of the changes, namely change in location of the apartment, change in its number, dimensions, height, size, area, layout or change of the entire scheme.
- 4) The Allottee/s agree that the building plans and layout are subject to changes and approval of the Slum Rehabilitation Authority and/or other authorities. The Promoter reserves the right to make additions or amendments as may be necessitated or otherwise as they deem fit, from time to time without prior intimation to the Allottee/s, subject however that any changes to the sanctioned plans adversely affecting the plan of the Flat agreed to be allotted to the Allottee/s shall not be undertaken without the prior written consent of the Allottee/s.
- 5) It is clearly understood and confirmed by the Allottee/s that the “Total Consideration Value” and “Total Additional Charges” are exclusive of any government charges and/or taxes. The same shall be paid by you at actuals based on the applicable law upto the handing over the possession of the said Flat .
- 6) Further, the Allottee/s agree and confirm that any liabilities arising out of Service Tax, Sales Tax, GST or any other taxes, duties and charges with respect to this transaction, shall be paid by you immediately on demand by the Promoter or the concerned authorities.
- 7) It is clearly understood and confirmed by the Allottee/s that he/she/they must pay 10% of the Total Consideration Value at the time of entering into an Agreement for Sale.
- 8) It is clearly understood and confirmed by the Allottee/s that the rights hereunder shall be complete, only on your executing with us an Agreement for Sale based on our standard format. The same will alone be conclusive of your rights and obligations in respect of the above Flat.
- 9) It is clearly understood and confirmed by the Allottee/s that Stamp Duty, Registration charges, VAT, GST and/or any other government taxes, duties and charges applicable on execution of the Agreement for Sale will be borne and paid solely by you.
- 10) It is specifically agreed and confirmed by the Allottee/s that the timely payment of the aforementioned installments is the essence of this transaction. In case of non-payment of any of the installments or any other amounts, we shall be entitled to cancel this allotment after giving 15 days’ notice and immediately thereafter we shall be at liberty to dispose off and sell the Flat to any other person, without any further notice and/or intimation to you. The Promoter shall not be held liable for

any delay in payments irrespective of whether the Allottee/s home loan has been sanctioned or not.

- 11) Without prejudice to the aforementioned right to termination, if any payment is delayed, interest at 15% per annum will be charged on all outstanding payments from the due date to the date of full realization. All future payments made by the Allottee/s will first be adjusted towards interest due on delayed payments, if any, and thereafter the balance, if any, will be adjusted towards the principal and government taxes as applicable.
- 12) If the Allottee/s wishes to cancel the allotment for any reason, the company will return the amount received from the Allottee/s after deducting 10% of the total amount plus any expenses directly incurred as a result of the sale after selling of the said Flat to other Allottee/s. These include but are not restricted to brokerage, service tax or any other government taxes etc. If the company is able to receive a refund of these amounts, the same shall be passed on to the Allottee/s once the Promoter receives such refunds.
- 13) The amount stated as "Maintenance Charges" is only indicative. If an increase is noted at the time of Possession, the same will be borne and paid by the Allottee/s on actuals prevalent at that time. The Allottee/s agree to pay maintenance charges as applicable to the Promoter or its nominated agency after they have been handed possession and until these services are handed over to a common organization. The Allottee/s agrees and consents to this arrangement and will not question the same singly or jointly.
- 14) The Allottee/s agree and confirm that no changes in colour, material or otherwise will be permitted on the external walls, windows and chajjas of the premises. No grills will be allowed to be fixed outside the window. They may be fixed on the internal sill only. No changes will be permitted in the external elevation by changing windows and railings or keeping pots, boards & objects outside the windows or in any other manner whatsoever.
- 15) The Promoter reserves the right for creation of charge, security, encumbrances, securitization or other arrangements, at its sole discretion, in respect of the project, structure and building being developed and/or amount receivable from the Allottee/s, in relation to the borrowing, credit facility or finance avails by the company. The Allottee/s hereby accords his/her/their consent for the aforesaid. However, the unit will be free from any mortgages/charge upon execution of the Agreement for Sale.
- 16) If the Allottee/s is an NRI, non-resident, foreign national or foreign company, then the Allottee/s shall be solely responsible for complying with the necessary

compliance/permissions as per the Foreign Exchange Management Act, Reserve Bank of India Act and any other rule, regulations guidelines etc.

- 17) The Allottee/s confirm that he/she/they will not be permitted to sell the apartment in pursuance of these presents, for a period of two years from the date of Registration and in any event, the Allottee/s shall not be entitled to sell and/or transfer the apartment without the written consent from the Promoter.
- 18) The Allottee/s shall not be entitled to get the name of his/her/their nominee substituted in his/her/their place in the agreement for sale, without the prior written approval/consent of the Promoter.
- 19) The Allottee/s shall use the premises for residential purposes only. The Allottee/s shall not use the premises for Commercial or any other purposes.
- 20) The Allottee/s shall get his/her/their postal address registered with the Promoter at the time of booking and it shall be his/her responsibility to inform the Promoter of any change in this registered address along with proof of new address failing which all demand notices and letters posted to the original registered address will be deemed to have been served and the Allottee/s shall be responsible for default in payment and other consequences that might occur.
- 21) The Allottee/s agree to make all payments through cheques/demand drafts drawn in favour of “Mahaveer Construction-Solitaire Edge - **Collection A/c** .”

*For For Mahaveer Construction*

*Partner*

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

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**Mr.**

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**Mrs.**