

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

To,

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\_\_\_\_\_  
\_\_\_\_\_

**SUB: Allotment of residential Flat/Unit No. \_\_\_\_\_, in the Project "ROYALE CITY-FENNEL".**

**Dear Sir/Madam,**

We are pleased to allot you the residential Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters carpet area and the carpet area admeasuring \_\_\_\_\_ square meters (as defined under RERA) along with open balcony for exclusive use admeasuring \_\_\_\_\_ square meters in our Project "**ROYALE CITY-FENNEL**" for the lump sum 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. Residential Flat No. \_\_\_\_ admeasuring \_\_\_\_ square meters carpet area and admeasuring \_\_\_\_ square meters Carpet area (as defined under RERA) along with open balcony for exclusive use admeasuring \_\_\_\_ square meters on the \_\_\_\_ floor) in our Project **"ROYALE CITY - FENNEL"** (hereinafter the aforesaid flat is referred to as the **"Said Premises"** and the aforesaid project is referred as the **"Said Project"**), which is being constructed on land bearing Gut No. 183 admeasuring 19000 square meters lying, being and situate at Village Kalambe, Taluka Shahapur and District Thane, within the Registration District and Sub-District of Thane and also within the limits of Borsheti-Kalambe Grampanchayat (hereinafter referred to as **"Said Property"**).
2. The Promoters have been constructing Residential Flat in the Said Project as sanctioned or proposed to be sanctioned by the Assistant Director, Town Planning, Thane. The Promoters may obtain part occupancy certificate for Residential Flat and may deliver possession to the occupants of Flat for which part occupancy certificate is granted by Competent Authority.
3. The Promoters have agreed to allot the Said Premises at mutually agreed lump sum consideration 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**

<b>SR. NO.</b>	<b>INSTALMENTS</b>	<b>PERCENTAGE</b>	<b>PRINCIPAL AMOUNT</b>
1.	Within 15 days from Booking.	10%	
2.	Within 7 days from the execution of present agreement.	20%	
3.	On Completion of Plinth.	15%	
4.	On Completion of 1 <sup>st</sup> slab	5%	
5.	On Completion of 2 <sup>nd</sup> slab	5%	
6.	On Completion of 3 <sup>rd</sup> slab	5%	
7.	On Completion of 4 <sup>th</sup> slab	5%	
8.	On Completion of 5 <sup>th</sup> slab	5%	
9.	On Completion of Brickwork	5%	
10.	On Completion of work of internal plaster	5%	
11.	On completion of staircases, lift walls, lobbies up to Floor level	5%	
12.	On Completion of flooring and windows	5%	
13.	On Completion of Electrical fittings, Entrance Lobby and external plaster	5%	
14.	On possession	5%	

<b>TOTAL</b>	100%	
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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 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 shall also be responsible to pay Advance Maintenance, GST, society formation charges and such other ancillary charges as to be detailed in the Agreement for Sale.
6. **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.
7. 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).

8. 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 provisional allotment and shall refund the consideration paid by you in consideration of the Said Premises after deducting 12% of the consideration amount as cancellation charges and the present allotment shall stand cancelled and terminated with immediate effect.
9. You shall before taking possession of the Said Premises clear all the dues of Promoters towards the Said Premises.
10. You hereby agree/s that you shall be responsible and liable to pay 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 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.
11. The Promoters may in their sole and unfettered discretion form single Society/Company for the Said Building and/or other adjacent buildings and the Promoter shall also be entitled to form Apex Body of the Societies/Companies to be formed for all the buildings in the Said Project.
12. 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 **"ROYALE CITY - FENNEL"** as well

as other buildings that may be constructed on the Said Property 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.

13. You shall not be 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.
14. No occupant shall be entitled to park their vehicles anywhere in the project premises except in the parking area specifically earmarked for their flats.
15. The Said Property is mortgaged to Edelweiss Housing Finance Limited for obtaining construction and project finance. Edelweiss Housing Finance Limited has granted No Objection for allotment and sale of Said Premises vide letter dated \_\_\_\_\_.
16. 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,**

**ROYALE URBANSPEACE LLP** )

Through partner and )

authorized signatory )

MR. \_\_\_\_\_

)

MR. \_\_\_\_\_

**I/We accept the terms of Allotment and undertake to abide by the same.** I/We have verified the flat sale agreement 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.

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