Allotment Letter

Date:_______

To,

Mr. _______________
Add : ____________________,
____

Ref.: Flat No. ________on ______floor '_____Wing' in proposed Project known as "SALASAR WOODS", situated at Mira Road (East), District Thane- 401107, constructed on all that piece and parcel of land bearing Old Survey No. 299, New Survey No. 180, Hissa No.4, admeasuring 7850 square meters, of Navghar Village, Taluka and District Thane, now within the limit of Mira-Bhayander Municipal Corporation.

Dear Sir/Madam,

This is to record as follows:

1. As you had expressed your desire to acquire the said **Flat No. ______** on ____ Floor , consist of **2BHK**, admeasuring of _______ sq. ft. approx Carpet area (carpet area is inclusive of common areas, staircase, balcony and the common amenities of the complex) in **'____ Wing'** comprising of Stilt + Podium + 15 Floors above in the proposed Project known as **"SALASAR WOODS",** situated at Mira-Bhayander Road, Mira Road (East), District Thane- 401 107.
2. The completion and the development of the said proposed Project shall be subject to necessary permissions by the Municipal Corporation & other authorities as may be required, & also subject to force majeure &/or circumstances beyond our control.
3. At your request we have earmarked in your favour the above said flat for a lump sum consideration of **Rs. __________/=(Rupees ______________________________ Only),** payable as per the Schedule of Payment mentioned in **ANNEXURE "A"** herein attached below.You have deposited with us as a part payment in respect thereof as per details given below:
4. You have inspected the approved plans, title documents, sanctions; permissions in respect thereof & after full enquiry, you are fully satisfied with the same. You have been informed that the subsequent phases will be developed for residential & for other multiple uses inter-alia including commercial use & there may be amendments to the layout for the betterment of the said proposed project. You hereby agree & confirm that you have no objection to the same.
5. Time for payment of installments, deposits & charges is the essence of the contract. Interest at 24% p.a., is payable on all delayed payments, without prejudice to our rights, & we reserve our right to terminate this understanding, in case of default in payment/`s or breach

of any of the Terms and Conditions. Payment Schedule is attached herewith. If there is any change in the carpet area of this particular building there will be change in cost of flat accordingly.

6. Any Service Tax, Works Contract Tax, Value Added Tax, Goods & Services Tax, Maharashtra Value Added Tax (MVAT), etc. & any other taxes/imposts/impositions, levied or leviable, by the Central &/or State Government, or any local, public or statutory authorities or bodies, in respect of the said premises &/or transaction & /or purchase price & consideration payable, then in such event, you shall on written demand made on you, by us, pay &/or reimburse such amount of tax/imposts/impositions (as the case may be), without delay or demur, You shall indemnify & keep us fully indemnified in respect of such claims/statutory dues & the non-payment or delayed payment thereof.

7. The present sanctioned layout of the proposed development is in phases & comprises of construction of one or more buildings for residential & other multiple use inter-alia including commercial use. The development scheme or layout is subject to amendments & variations, for optimal use of the land & as permissible by the Municipal Corporation or any other concerned authority from time to time. We reserve the right to alter the plan as per our discretion & to increase or decrease the area of the flat allotted to you and you will be required/entitle to pay/receive the proportionate value of the resultant changed area, if any, the variation of which, is not estimated to be in excess of 5%.

8. You hereby admit and acknowledge that we are developing the said property in accordance with the Development control rules and regulations and buildings bye-laws and other laws and rules applicable till the time the project is completed, we are entitled to construct the said building by amending the plans for raising additional floors or by constructing new buildings in the said layout, from time to time so as to consume FSI as and when the same is sanctioned by the concerned authorities, which may exceed 4 (four) FSI. The Purchaser hereby accords their consent to the amendment of the plans as may be required by us.

9. Financial assistance, if any, availed by us, from banks/financial institutions against the land &/or proposed construction, shall be cleared by us at our own expenses, prior to the transfer of title of the land to the proposed Co-operative Housing Society/Condominium /Limited Company. We may enter into any arrangement or agreement &/or partly or fully assign our rights in respect of the said land/proposed development, to any person/s without creating any charge in respect of the said Flat.

10. Detailed terms & conditions of Sale shall be incorporated in a standard agreement for Sale, copy whereof shall be handed over to you in due course. The Agreement for Sale will inter-alia includes conditions/covenants not limiting to:

    a. Your obligations to pay full consideration & all further dues (over & above the agreed consideration) such as deposits, charges including Infrastructure charges, share money for formation of the proposed Co-operative Housing Society/Condominium/Limited Company for the said Proposed project, deposits of various connections payable to the Municipal Corporation/Reliance Infrastructure/ Tata Power, Mahanagar Gas Limited

(MGL) etc., deposits in respect of the corpus fund for the said flat, Proposed project, etc., legal costs, stamp duty registration charges, development charges, taxes, levies, maintenance charges, escalations, etc., as is payable on demand by us, as stated in **ANNEXURE "B".**

b. You shall pay the stamp duty & registration charges on the Agreement for Sale and also pay for all other incidental and ancillary charges on documents & register the same.

11. On being given a 15 Days prior notice to you to sign a formal agreement for sale, embodying the terms & conditions in detail, you shall pay the stamp duty, sign the said agreement & register the said documents.

12. If you do commit default in payment/`s of any of the installments of consideration aforesaid in their respective dues (time being the essence of the Contract), & /or in observing & performing any of the terms & conditions of this letter, & the same remains unrectified within the time after giving 15 days notice specifying the breach, we shall be at liberty to terminate this Allotment without any reference to you, in which event we shall exercise our option to refund the amount without interest or forfeit as per the circumstances prevailing at that time. In the event that we decide to refund amounts received from you, the refund shall be without any interest & subject to deducting any expenses, charges, costs, etc. incurred in respect of the above arrangement as may be decided by us & subject to terms & conditions as may be applicable. We shall be free to deal with the said flat in any manner as we may deem fit without any recourse to us, on termination thereof.

13. This writing is merely a letter of intent & is not & does not purport to be an agreement for sale/ purchase of the said Flat. Your rights shall become effective only on execution of the Agreement for Sale though your obligation to pay the consideration amount as per Annexure "A" shall be liable to be discharged, irrespective of whether the Agreement for sale has been executed or not.

14. We request you to kindly make payment of outstanding dues as per the schedule provided to you at the time of allotment & if you fail to pay the necessary amount within 7 days interest will be charged @ of 24% p.a. & if you further neglect to pay the amount your said Flat will be cancelled at your own risk & responsibility.

15. On receipt of the Occupation Certificate & subject to conditions stated in the proposed agreement for sale, we shall handover the final possession of the said flat to you.

16. This allotment is subject to final approval of plan by the local authorities.

Yours sincerely,

FOR SALASAR ESTATE DEVELOPERS LLP

PARTNER

I/We accept & confirm all the Terms, Conditions mentioned herein & sign here:

Mr. _______________
Purchaser's Signature

ANNEXURE "A"

The Payment Schedule of Flat No.**"_______"** on ______ Floor in **'______Wing',** in the proposed Project known as **"SALASAR WOODS",** admeasuring approximately **________** Square Feet (carpet up area inclusive of common areas, staircase, balcony and the common amenities of the complex) consists of **2BHK** for a total consideration of **Rs.____________/=(Rupees ____________________________Only)** which is paid and/or shall be payable as follows:

- **Rs. __________/-** being sum equivalent to 10% of Booking/Advance Payment or applied fee, non refundable, receipt whereof for part consideration is acknowledged at the foot of this writing.
- **Rs. ___________/-** being sum equivalent to 20% has been paid now at the time of addressing this allotment letter or execution of agreement, receipt whereof for part consideration is acknowledged at the foot of this writing.
- **Rs. ___________/-** being sum equivalent to 15% to be paid on completion of plinth of the building or wing in which the said flat is located.
- **Rs. ___________/-** aggregating to 25% of the total consideration to be paid in 15 equal installments of **Rs. __________/-** on completion of each of 15 slabs of the building.
- **Rs. _________/-** being sum equivalent to 2.5% to be paid on completion of brick work.
- **Rs. __________/-** being sum equivalent to 2.5% to be paid on completion of Plastering (Internal).
- **Rs. ___________/-** being sum equivalent to 2.5% to be paid on completion of Plastering (External).
- **Rs. ___________/-** being sum equivalent to 2.5% to be paid on completion of Plumbing (External & Internal).
- **Rs. _________/-** being sum equivalent to 2.5% to be paid on completion of Flooring
- **Rs. _________/-** being sum equivalent to 2.5% to be paid on completion of Sliding Windows.
- **Rs. __________/-** being sum equivalent to 2.5% to be paid on completion of Electric Fittings (Internal).
- **Rs. __________/-** being sum equivalent to 2.5% to be paid on completion of Water Pumps.
- **Rs. ___________/-** being sum equivalent to 2.5% to be paid on completion of Lifts.
- **Rs. __________/-** being sum equivalent to 2.5% to be paid on completion of Lobby.

- **Rs. ___________/-** being sum equivalent to 5% to be paid on notice being issued to you that the flat is ready for occupation, should you however desire permission to commence furnishing of the said flat, before the flat is ready for occupation then you shall pay this installment at the time you have been permitted to furnish the said flat.

ANNEXURE "B"

The additional charges over and above the agreed consideration are as follows:

Sr. No.	Particulars	1BHK	2BHK
1	Development Charges	18,000	28,000
2	Corpus Fund	50,000	50,000
3	Lifetime Club Membership	75,000	75,000
4	Solar & Fire Fighting System	30,000	30,000
5	Land under Construction Charges	30,000	40,000
6	Advance Maintenance Charges (18 Months)	64,800 67,230	89,100 90,450 91,800 92,340 93,690 95,040
7	Formation & Registration of Society	7,500	7,500
8	Legal Charges	10,000	10,000

. The completion and the development of the said proposed Project shall be subject to necessary permissions by the Municipal Corporation & other authorities as may be required, & also subject to force majeure &/or circumstances beyond our control.