

REFERENCE NO : SDCPL/Legal/20-Jul-2017/1

To,  
Customer's Name  
Customer's Address  
Customer's Contact No

Sub: **Allotment Letter**

Dear Sir/Madam,

1. We are pleased to allot you Unit No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mts. of Carpet Area on the \_\_\_\_\_ habitable floor (\_\_\_\_\_ floor as per plans sanctioned by MCGM), in Tower \_\_\_\_\_ of the building known as "ALPINE", under construction (hereinafter referred to as the "said Unit"), situated on CTS No. 840 A/1 and corresponding to part of Survey No. 55 and 56 of Village Poisar, Taluka Borivali, Kandivali (East), Mumbai – 400101 (hereinafter referred to as "the said property") along with a single car parking space, in accordance with the plans, designs and specifications approved by MCGM from time to time, for the total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only). The consideration payable by you shall be subject to Tax Deducted at Source. The consideration mentioned above shall be paid by you as per the Payment Schedule as annexed herewith as **Annexure – 'A'**. All applicable taxes, duties, levies, cess etc. including Service Tax, VAT, GST and any other taxes/charges (statutory or otherwise, current or future) in connection with the construction of the said building / development of the said property up to the date of handing over possession of the said Unit to you, shall be paid by you alone.
2. As per the building plan, you are, in addition to the carpet area mentioned above, entitled for an additional area such as dry yard, AHU, duct with service slabs etc. admeasuring \_\_\_\_\_ sq. mts. (Carpet Area) equivalent to \_\_\_\_\_ sq. feet and appurtenant to the said Unit (hereinafter referred to as "the Appurtenant Areas"). The Appurtenant Areas as mentioned above shall be exclusive to the said Unit and shall be limited common areas and facilities. We have neither charged nor recovered from you any additional / separate price or consideration for the said Appurtenant Areas.
3. In addition to the said Unit as referred to above and as incidental to the sale thereof and without charging any separate or additional monetary consideration, we have also agreed to reserve in the said Building an additional \_\_\_\_\_ (\_\_\_\_\_) Car Park Space/s in your favour. The aforesaid reservation of the said car parking space is subject to confirmation of the Condominium of Apartments / the Society / the Limited Company / Entity that will be formed. The single and the additional Car Parking Space shall herein after be referred to as "the Car Parking Space or Spaces as the case may be.

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SD Corporation Pvt. Ltd.  
An ISO 9001 : 2008 certified company

CIN: 70109MH1998PTC116091

Address: SP Center, 41 / 44, Minco Desai Marg, Colaba, Maharashtra, Mumbai - 400 005

Registered Office: Nagindas Master Road, Fort Mumbai - 400 023. Phone: +91 22 6787 2222 | Website: www.sdcorp.in



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4. You will be liable to pay as and by way of your contribution towards your proportionate share in all the costs, charges and expenses for the administration and maintenance including Property Tax, lease rent, assessment and levies, electric charges including meter charges and deposits, LPG connection, antennae for mobile/TV services, water supply charges, legal charges, insurance charges, and / or any other charges, fees and or interest/penalty etc., on all such outgoings, including any other applicable contributions from the date of receipt of Occupation Certificate on or before the due date mentioned in the demand for the same.

5. In the event, you commit any breach of any of the terms and conditions, including the payment terms mentioned herein or in the booking application form issued in your favour or otherwise:

(i) we shall be entitled to terminate this Allotment and shall be entitled to forfeit, as liquidated damages, 10% (Ten per cent) of the total sale consideration and in the event of any brokerage having been paid by us then 10% (Ten per cent) of the total sale consideration plus the amount of brokerage actually paid by us in respect of the said Unit, Provided that we shall have given notice of fifteen days in writing to you of our intention to terminate this Allotment and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Allotment and failure by you to rectify the breach or breaches mentioned by the Promoters within the period of notice.

The balance amount, if any, out of the installments already received by us, shall be returned to you by us within 30 days of such termination. On and from the date of such termination, we shall be entitled to sell and dispose of the said Unit immediately to any other person/party without any further notice and/or recourse to you. In case the aggregate amount of the installment(s) paid by you to us is not sufficient for payment/adjustment of the aforesaid liquidated damages, then you shall make payment of the deficient amount of the liquidated damages to us latest within 15 (fifteen) days of receiving the written demand from us for the same; or

(ii) You shall be liable to pay to us, interest as specified under the Rules framed under RERA from the date of default till realization; or

(iii) We shall have the option of specific performance of this Allotment Letter by you;

It is agreed and understood by you that we shall be solely entitled to exercise any of these options as mentioned in this clause as deemed fit by us.

6. You have confirmed that irrespective of any disputes which may arise between us, you shall punctually pay all amounts, contributions, deposits and consideration amount payable in respect of the said Unit and shall not withhold them for any reason whatsoever.

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7. This letter shall be read along with booking application form dated \_\_\_\_\_ issued in your favour in respect of the said Unit.
8. You have read, understood and accepted the terms herein of the said Unit. By putting your signature at the foot of this writing/this Letter, you are confirming and agreeing to the terms and conditions as mentioned herein.
9. This Allotment and the rights and duties of the Parties arising out of this Allotment shall be governed by and construed in accordance with the laws of India. The competent authority/ courts at Mumbai alone shall have exclusive jurisdiction for all disputes arising under this Allotment.

Yours faithfully,  
**For S D Corporation Pvt. Ltd.**

I/We Confirm

Authorized Signatory

Signatures of Purchaser(s)

**ANNEXURE I**  
**PAYMENT SCHEDULE**  
**WING - A**

| PARTICULARS                                   | WING A |
|-----------------------------------------------|--------|
| Booking Amount                                | 10.00  |
| After Registration- 30 Days from Booking Date | 57.83  |
| On completion of 37th floor slab              | 2.31   |
| On completion of 40th floor slab              | 2.31   |
| On completion of 43th floor slab              | 2.31   |
| On completion of 46th floor slab              | 2.31   |
| On completion of 49th floor slab              | 2.31   |
| On completion of 52nd floor slab              | 2.31   |

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|                                       |               |
|---------------------------------------|---------------|
| On completion of 54th floor slab      | 2.31          |
| Completion of Brick Work & Plastering | 4.00          |
| Completion of Flooring & Tiling       | 4.00          |
| Completion of Services                | 4.00          |
| On offer for Possession               | 4.00          |
| <b>TOTAL</b>                          | <b>100.00</b> |

### WING - B

| PARTICULARS                                    | WING B        |
|------------------------------------------------|---------------|
| Booking Amount                                 | 10.00         |
| After Registration - 30 Days from Booking Date | 60.14         |
| On completion of 40th floor slab               | 2.31          |
| On completion of 43th floor slab               | 2.31          |
| On completion of 46th floor slab               | 2.31          |
| On completion of 49th floor slab               | 2.31          |
| On completion of 52nd floor slab               | 2.31          |
| On completion of 54th floor slab               | 2.31          |
| Completion of Brick Work & Plastering          | 4.00          |
| Completion of Flooring & Tiling                | 4.00          |
| Completion of Services                         | 4.00          |
| On offer for Possession                        | 4.00          |
| <b>TOTAL</b>                                   | <b>100.00</b> |

