

Date :- __/__/201__

To,

Sub: Allotment of residential Flat/Shop/Office No. _____ of Building _____ in the project "Horizon Classique II".

Dear Sir/Madam,

We are pleased to allot you the residential Flat/Shop/Office No. _____ admeasuring _____ square meters carpet area (as defined under RERA) along with _____ square meters enclosed balcony and _____ square meters cupboard area on the _____ floor in the Project **"Horizon Classique II"** (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) Chalta No. 128 out of Graph (Aalekh) No. 3, admeasuring 144 square meters and 2) Chalta No. 129A out of Graph (Aalekh) No. 3, admeasuring 816.8 square meters, admeasuring in aggregate 960.8 square meters, situate at Village

Owale (Gaothan), Taluka and District Thane, within the Registration District and Sub-District of Thane and also within the limits of Owale Gaothan (hereinafter referred to as the "**Said Property**").

2. The Promoters have been constructing thereon building consisting of Stilt + Seven Upper Floors 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 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.	5%	
2.	Within 7 days from the	14.5%	

	execution of present agreement		
3.	On Completion of Plinth.	10.50%	
4.	On Completion of 1 st slab	6%	
5.	On Completion of 2 nd slab	6%	
6.	On Completion of 3 rd slab	6%	
7.	On Completion of 4 th slab	6%	
8.	On Completion of 5 th slab	6%	
9.	On Completion of 6 th slab	6%	
10.	On Completion of 7 th slab	6%	
11.	On Completion of 8 th slab	6%	
12.	On Completion of Brickwork	8%	
13.	On Completion of work of internal and external plaster	8%	
14.	On possession	6%	
TOTAL		100%	

4. Sale Price as mentioned hereinabove is exclusive of any taxes, which may be levied 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 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, 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 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.
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 **“Horizon Classique II”** 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 SACHIN ENTERPRISES

Mr. Kshitij Mohan 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.
