

LILLERIA BUILDCON

DRAFT WITHOUT PREJUDICE

Date: _____

RERA No: _____

Mr./Mrs./Ms.

[Address / Contact details]

Subject: Allotment Letter in respect of Flat/Shop bearing number admeasuring on or about sq. mtrs. of carpet area as per RERA and on or about sq. mtrs. of built-up area and on or about sq. mtrs. of wash area and on or about sq. mtrs. of balcony and on or about sq. mtrs. of open terrace on the floor of Tower..... and on or about sq. mtrs. of undivided share of land; as per sanctioned plans of the Building "Lilleria 162" situated at Revenue Survey (RS) No.419, 421/1 & 421/2, Town Planning (TP) Scheme No.02 (Sama-Dumad-Vemali), Final Plot (FP) No.162, Mouje Village Sama of Vadodara.

Dear Sir/ Madam,

1. We have acquired development rights in respect of land admeasuring on or about **6617 sq. mtrs.** bearing **Revenue Survey (RS) No.419, 421/1 & 421/2, Town Planning (TP) Scheme No.02 (Sama-Dumad-Vemali), Final Plot (FP) No.162, Mouje Village Sama of Vadodara.** The said land is affected by a road set back area of on or about **4795.13 sq. Mtrs out of this 1367.48 sq.mts for project under registration.** Which has been handed over to the concerned authority (herein after referred to as "the Property")

NOTE: The above mentioned land admeasuring **6617 sq. mtrs.** includes **Owners' Plot admeasuring 1821.87 sq. mtrs.** The Owners' Plot is West portion of the total land facing 30 mtrs. & 18 mtrs. roads. The residential Scheme "Lilleria 162" is constructed/developed only on the balance land admeasuring **4795.13 sq. Mtrs out of this 1367.48 sq.mts for project under registration. (Excluding Owners' Plot).** The members of Lilleria 162 will have NO right/share in the Owners' Plot/Plot B. The ownership of the Owners' Plot will remain with the Promoters who reserve the right to Sale and/or Develop/Construct Residential and/or Commercial Scheme(s) on the Owners' Plot anytime in future. The Members/Buyers undertake to give NOC at time of booking/sale deed in this regard and for revision in Raja Chithi for development of the Owners' Plot, also agreed to give any sort of legal writing/noc/affidavit for the same to the promoters/developers. It is also specified that Plot A is for the residential scheme and Plot B is open plot with all rights with the promoters/developers and also specified again that it has nothing to do with Plot A and Clients/owners/Customers of Plot A.

2. We intend to construct **4 (Four) multi-storeyed buildings (Tower/Wing A, B, C, D)** on the above mentioned Land admeasuring **4795.13 sq. mtrs. 1367.48 sq.mts for project under registration. (Excluding Owners' Plot)** consisting of **Residential Flat on 1st Floor to 13th Floor in A Tower** with provision for Parking on Ground Floor below the 4 Towers and in Basements of Towers B, C, & D. The Scheme shall be named "Lilleria 162" situated at Sama-Savli, Vadodara.

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3. We have received Rajachitthi bearing reference No. **Ward-7/HB-14/2020-21 dated 14/08/2020** and Commencement Certificate bearing (NEW) dated As per plan, we have numbered **residential floors as 1st Floor to 13th Floor.**
4. On demand, we have given you the inspection of all title documents relating to the Property, Development Agreement, permissions given by concerned authorities and the plans, designs and specifications prepared by the Architect and the Structural Engineer and all other relevant documents specified under the Real Estate (Regulation and Development) Act, 2016 and the rules made there under;
5. We are agreeable to sale to you on ownership basis a **Flat bearing number** admeasuring on or about **sq. mtrs. of carpet area** as per RERA and on or about **sq. mtrs. of built-up area** and on or about **sq. mtrs. of wash area** and on or about **sq. mtrs. of balcony** and on or about **sq. mtrs. of open terrace** on the **floor of Tower.....** and on or about **sq. mtrs. of undivided share of land;** as per sanctioned plans of the Building "**Lilleria 162**"; subject to the terms and conditions contained herein. We shall at any time be entitled to vary and modify the plans in respect of the said Building and/or amenities to be provided as may be required by the concerned authority; for which you have granted us your unconditional and irrevocable consent. We are also agreeable to grant you permission/rights to park vehicle(s) in car parking area; either mechanical or otherwise in the said Property. The car parking number(s) shall be assigned and communicated by the Society/Association of the members (more particularly described hereunder).

Parking facility/space for the Flats will be provided in the Project below the tower(s) and/or in the basements and/or at the ground level in the extra common space (excluding internal roads, walking tracks & space/lobbies between towers & club house/etc.). Flat-wise allotment of the same will be done by the Society/Association of Members with mutual understanding & convenience or by way of draw-allotment, as may be deemed fit by the Society/Association. It is not necessary/feasible that all the members/Flat would get identical & even parking space, and of his/her/their choice & location. The effort will, however, be to provide the best possible parking design/layout within the space & resource available in the campus so to accommodate vehicles with comfort to the extent possible. If required & practically feasible, parking shade/s will be erected in the extra common space (excluding internal roads, walking tracks & space/lobbies between towers & club house/etc.). Vehicles of guests may be allowed in the campus only if separate space for guest parking is feasible & earmarked for the purpose.

6. The sale price of the Flat/Shop shall be **Rs...../- (Rupees Only)** which shall be paid as set out in accompanying Annexure "A". In addition to the sale price you shall also bear and pay further amounts and charges more particularly set out in Annexure "B". This includes the earnest money of Rs...../- (Rupees Only) paid by you prior hereto, the receipt whereof is acknowledged at the foot of this writing ("Earnest Money Deposit").
7. You are aware that you are required to deduct tax at source (TDS) in accordance with the applicable rates as per the Income Tax Act, 1961. You shall pay the tax deducted to the government and deliver the relevant TDS certificate, challans, receipts and other

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relevant documents relating to each payment, to us as per the provisions of the Income-tax Act, 1961 and the rules made there under. Any delay in making the payment and/or taxes as aforesaid, you shall be liable to pay the interest and/or any penalty levied by the concerned authority/ies in respect thereof.

8. The Promoters shall confirm the final carpet area that has been allotted to the Purchaser(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoters. If there is any reduction in the carpet area within the defined limit then the Promoters shall refund the excess money paid by Purchaser(s) within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser(s). If there is any increase in the carpet area allotted to Purchaser(s), then the Purchaser(s) shall like-wise pay additional amount to the Promoters at the same rate per square meter and prior to taking possession of the said Flat/Shop.
9. It has been agreed that the time for payment of all the amounts mentioned herein, including the aforesaid instalment(s), is of essence of the contract. It is further agreed that irrespective of any disputes which may arise between us, you shall make payments as and when demanded by us within 15 days from the date of Notice; failing which you shall be liable to pay the amount so demanded along with interest thereon on the outstanding amount @ State Bank of India highest Marginal Cost of Lending Rate plus 2 percent per annum for the delayed period.
10. Without prejudice to the right of Promoters to charge interest upon the Purchaser(s) committing default in payment on due date of any amount due and payable by him/her/them (including proportionate share of taxes levied by concerned local authority and other outgoings) and upon the Purchaser(s) committing three defaults of payment of instalments, the Promoters shall at its own discretion, may terminate this Agreement; provided that the Promoters shall give notice of fifteen days in writing to the Purchaser(s) by Registered Post AD or by e-mail at address provided by him/her/them, of the Promoters' intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If Purchaser(s) fail to rectify the breach or breaches mentioned therein within the period of notice then at the end of such notice period, the Promoters shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, Promoters shall refund to Purchaser(s) amount paid by him/her/them without any interest (subject to adjustment and recovery of Earnest money deposit, brokerage paid and taxes or any other amounts paid as liquidated damages) within a period of thirty days of the termination of this Agreement. Termination/Cancellation Charges (if any), will have to be additionally borne by the Purchaser(s). Upon termination the Promoters shall be free to allot the said Flat/Shop to any person(s) of their choice and the Purchaser(s) shall have no objection thereto. On cancellation/ termination, the Purchaser(s) shall have no claim of any nature whatsoever against the Promoters except in respect of the balance amount payable, if any.

In case the Purchaser(s) wish(es) to cancel the allotment of the Flat/Shop for any other reason whatsoever, Cancellation Charges of Rs.50,000/- (Rupees Fifty Thousand Only)

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will be charged / forfeited by the Promoters. Thereafter, the balance of payments received until then from the Purchaser(s) and/or financier/bank will be refunded back without interest after the Flat/Shop is re-booked/sold, and payments received. GST paid / payable will not be refunded by the Promoters.

In case the Purchaser(s) wish(es) to sell-off the Flat/Shop to third person(s) before the Sale Deed is executed in his/her/their favour, he/she/they may do so provided no payment/s are due/overdue for payment to the Promoters. Besides, in such a case, admin charge of Rs.2,00,000/- (Rupees Two Lac Only) will be payable to the Promoters.

11. You shall execute and register Agreement for Sale within 30 days from the date of payment of 10% of the total consideration amount and shall pay applicable stamp duty, registration charges and other applicable statutory taxes and levies thereon. If you fail to execute and register Agreement for Sale as aforesaid, then we shall be entitled to cancel this allotment.
12. You have further confirmed to us that an intimation forwarded by us to you that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed.
13. The detailed terms of the sale/transfer of the Flat/Shop shall be incorporated in the Agreement ("Agreement"). The Agreement shall include the entire understanding as regards the sale of the Flat/Shop to you and shall be governed by the provisions of Real Estate (Regulation and Development) Act, 2016 and rules made there under. Provisions of this allotment letter shall be deemed to be incorporated into the Agreement. However, in case of any conflict between the provisions of the Agreement and this letter of allotment, the provisions of the Agreement shall prevail.
14. This letter is issued to record the understanding between parties and to reserve the allotment of the Flat/Shop to you, in accordance with the terms and conditions of this letter. However, it is hereby clarified that this letter of allotment does not create or vest any title in the Flat/Shop or any common areas in you. It is understood that you are paying the consideration amount from your own legitimate resources.
15. In addition to the consideration and other amounts as mentioned herein, you shall also be liable to pay the following amounts as and when demanded by us without raising any objection/query or otherwise:
 - a. All taxes, levies, cesses, duties (whether applicable/payable now or become applicable/payable in future) including but not limited to Goods and Service Tax (GST) or any other direct/indirect taxes/levies that may be imposed as applicable;
 - b. All cost, charges, expenses, including but not limited to stamp duty, registration charges and or incidental charges in connection with the documents to be executed for sale of the said Flat/Shop including on the booking form, this letter and the said Agreement.
16. You shall not be entitled to assign the benefit of this letter or purport to sell/ transfer the Flat/Shop until full purchase consideration is paid by you, and only after obtaining our prior written consent.

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17. All the terms and conditions mentioned herein shall be binding on you and you confirm that this allotment is the basis of commercial understanding between us. This Allotment shall be subject to Vadodara Jurisdiction Only.

Kindly confirm the above by signing the duplicate hereof signifying acceptance of the above terms and conditions.

Thanking you
Yours faithfully,

For

I/We Confirm

Designated Partner/Authorised Signatory Signature of Flat/Shop Purchaser(s)

(Description of the said land)

- (a) Situated on the Plot bearing C.N. No./CTS No./Survey no./Final Plot no 162 demarcated by its boundaries (latitude and longitude of the end points) F.P 163 to the North- , 30 MTR ROAD to the South FP 160 + 161 to the East 18 mtr ROAD to the West of Division SAMA village SAMA taluka VADODARA District VADOARA admeasuring 6617 sq.mts. out of this 1367.48 sq.mts. Area being developed by LILLERIA BUILDCON.

(Description of the said Property)

- (b) Situated on the Plot bearing C.N. No./CTS No./Survey no./Final Plot no 162 demarcated by its boundaries (latitude and longitude of the end points) F.P 163 to the North- , 30 MTR ROAD to the South FP 160 + 161 to the East 18 mtr ROAD to the West of Division SAMA village SAMA taluka VADODARA District VADOARA admeasuring 6617 sq.mts out of this 1367.48 sq.mts. area being developed by LILLERIA BUILDCON.

- East:
- West:
- North:
- South:

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PAYMENT SCHEDULE FOR FLAT/SHOP ANNEXURE "A"

Schedule of Payment as per stage-wise completion of work

	<i>The amount to be paid at particulars shall not be above the below given percentage.</i>	
	<i>Stage of payment</i>	<i>% of Basic Cost</i>
(1)	At the time of Booking	10%
(2)	At the time of Basement level Completion	30%
(3)	At the time of plinth completion	45%
(4)	At the time of R.C.C work completion	70%
(5)	At the time of completion of masonry work	75%
(6)	Internal Plaster, Stairs, lift wall, floor, lobby etc completion	80%
(7)	Outside wall plaster completion	85%
(8)	Flooring, plumbing, sanitary fittings, lift water pump, electric fittings etc Completion	95%
(9)	At the time of possession before sale	100%
(10)	GST is payable along with basic cost at each stage mentioned above. Maintenance, Development, MGVCL, Stamp Duty, Registration Fee, Adv/Legal Fee and Stationery / Photocopying / Misc. expenses are payable as and when required on demand on completion / before Sale Deed / before possession.	

- 1 above (10% or as mutually agreed upon) is payable at the time of booking. 2 above (30% or as mutually agreed upon) is payable within 15 days from the date of booking. Further payments (3 to 10 above) are payable within 07 days from the date the demand is raised on completion of stage-wise work.
- Failing to honour the above payments within 15 days from the date of demand (verbal/written communication), the unpaid amount will be treated as overdue, and interest @ "State Bank of India Highest Marginal Cost of Lending Rate (subject to change from time to time) plus 2 percent" per annum will be payable thereon till the date the same is paid with interest.
- In case of irregular / repeated delays / non-payments, the Promoters reserve the right to cancel the booking/allotment & forfeit up to 10% of the basic cost of the Flat/Shop. Thereafter, the balance of payments received until then from the Purchaser(s) and/or financier/bank will be refunded back without interest after the Flat/Shop is re-booked/sold, and payments thereof received (new booking). GST paid/payable will not be refunded by the Promoters. The Agreement for Sale and/or Construction Agreement (as the case may be) would resultantly be terminated/ cancelled by the Promoters. Charges for termination/cancellation of Agreement/s, if any, will also have to be borne by the Purchaser(s).

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All taxes including Goods and Service Tax (GST) or any other statutory taxes/levies that may be imposed as applicable shall be paid by the Purchaser(s). It is expressly understood that the consideration mentioned herein do not include any taxes. Any other incidental or consequential charges, if any, shall be charged extra.

Price of the Flat/Shop may not necessarily be same / at par with that of other Flat(s)/Shop(s) of the project. It would vary depending upon market conditions and various other factors/considerations. The Promoters reserve the right to fix/ determine the price, which may vary from Flat/Shop to Flat/Shop.

The Purchaser(s) will have to adhere to the payment schedules, irrespective of whether, or not, the Project is running on schedule (+/-), as payment schedules & demand thereof are linked to stage-wise completion of work.

Basic Cost of the Flat/Shop, as agreed upon, is payable along with GST at each stage, as applicable. Maintenance, Development, MGVCCL, Stamp Duty, Registration Fee, Legal Fee and Stationery / Photocopying / Misc. expenses are payable as and when required on demand on completion / before Sale Deed.

The Purchaser(s) will also have to tender Project Protection / Security Deposit of Rs.25,000/- (Rupees Twenty Thousand Only) by way of an undated cheque as security against violation of guidelines for fit-outs / exterior work / etc. The deposit will be held by the Vendor till the Scheme is completed. In case of any violation and/or any damage caused, the cost of rectifying/amending the same will be deducted/adjusted from the deposit, and the balance thereafter would be refunded (without interest). In case the cost exceeds the deposit amount, the Purchaser(s) will have to bear/pay the same separately (over and above the deposit).

In case the Purchaser(s) wish(s) to avail finance from his/her employer or bank/finance company/etc., the responsibility of the Promoters is restricted to providing the requisite papers/documents. It will be Purchaser(s) responsibility to get the loan/s sanctioned and disbursed, and comply with the terms & conditions of the payment, as per schedule of payments.

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ANNEXURE "B"

Other Charges Payable Prior to Handover of Possession of the Flat/Shop in accordance with the Agreement

Sr. No.	Details	Amount (Rs.)
1	Legal and miscellaneous charges	
2	Society/Company Formation	
3	Share money, application and entrance fee of the society/ Company formed by the Flat Purchasers (at actuals)	
4	Proportionate advance deposit for the maintenance, management and upkeep of the building as may be fixed as also taxes and other outgoings @ Rs. per sq. mtr. per month on carpet area for months.	
5	Charges payable for electricity, water and other service connections to building	
6	Corpus @ Rs. per sq. mtr. on carpet area	

Note:

1. It is expressly understood that the consideration mentioned herein does not include any taxes.
2. Any other incidental or consequential charges, if any, shall be charged extra.

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