

ALLOTMENT LETTER

To

Subject: ALLOTMENT OF APARTMENT NO. _____ ON _____ FLOOR _____.

Dear Sir/Madam.

1. This is with reference to your Application No. _____ dated _____ under installment Payment Plan for the allotment of an apartment in Amayra city, Kharar, Distt. Mohali (Pb.).
2. In response to your application, we Omni Pacific Colonizers Pvt. Ltd. (thereafter referred to as the "Company") have , subject to the terms, allotted to your (hereinafter referred to as the "allottee(s)" and Apartment No. _____ on floor _____ at the proposed Residential Project Amayra city, Kharar, Distt. Mohali)
3. The basic price of the said Apartment is Rs. _____ against which you have already deposited a sum of Rs. _____ as initial deposits / Earnest Money at the time of application .
4. You shall pay balance payment in following manner:

	INSTALLMENT NO.	DUE DATE	AMOUNT
a)	First	_____	_____
b)	Second	_____	_____
c)	Third	_____	_____
d)	Fourth	_____	_____
e)	Fifth	_____	_____
f)	Sixth	_____	_____
g)	Seventh	_____	_____
h)	Eighth	_____	_____
i)	Ninth	_____	_____
j)	Tenth	_____	_____
k)	Eleventh	_____	_____

5. Balance payment of Rs _____ towards sale price of the apartment shall be payable by the allottee(s) at the time of possession.
6. In case payments are not made on due dates, you shall pay interest @ 24% per annum for three months on due amount from the due date till the date of payment and no extension will be allowed after three months. In that event, allotment of apartment shall be treated as cancelled without any further notice and amount paid there under will be forfeited.

7. Each remittance should be made to the company by way of Demand Draft/Pay Order in favour of M/s. Omni Pacific Colonizers Pvt. Ltd., drawn on any scheduled bank at Kharar / Mohali / Chandigarh. Each such remittance shall be accompanied by a letter showing full of the apartment i.e. Apartment No., Tower No. Allotment No. and Date etc. to facilitate the company to record the transaction speedily.
8. If for any reason whatsoever beyond the control of the company, the whole or part of the Projects is abandoned, no claim will be preferred by the allottee(s) except that the allottee(s)'s money will be refunded without any interest.
9. The present allotment is subject to the conditions that there is no restriction for sale of apartment from any authorities. In case of any control or any other restriction on the allotment / Sale of apartment being imposed by any authority, this allotment will be liable to be cancelled by company at their sole discretion and the money deposited by the allottee(s) will be refunded without any interest. No other claims monetary or otherwise shall be raised by the allottee(s) or accepted by the company in this regards.
10. You shall abide by all laws ,bye – laws rules and regulations made or to be made / amended / modified by the Govt. of Punjab, PUDA or any other authority from time to time in the behalf.
11. The apartment shall be constructed as per specification as stated in the brochures. However, you shall have no objection if company may effect such variations/additions/alterations and modifications in the building plan Or as may be required as per rules and regulations of PUDA or other authorities.
12. The construction of the Apartments is likely to be completed at the earliest from the date of commencement of work, subject however to timely payments by the allottee(s), availability of the construction material and change of policy by the Govt./Local/Authorities etc. No. claim by way of damage /compensation shall be against the Company in case of delay in handing over the possession on account of the said reasons or nay other reason beyond the control of the company.
13. Upon completion of Apartment, receipt permission and sanctions/clearance & subject to the whole of the consideration money and other dues paid, the company shall effect the transfer of the Apartment to the Second Party in such manner as may be permissible in laws. All costs, charges and expense in connection with the stamp duty, registration / documentation charges etc. for sale deed/conveyance deed, deeds assignments or any other documents to be executed, under these circumstances by the company as well as the entire professional cost of the company in preparing and approving all said documents shall be borne by the allottee(s).
14. The allottee(s), after taking possession of the Apartment, shall have no claim against the promoter/company in respect of any item of work, which may be alleged not to have been carried out or completed in the Apartment or for any non compliance of designs specification, building material or for any reason whatsoever.
15. The allottee(s) shall not use the Apartment for any purpose other than residential purpose.
16. In case allottee wants to transfer his/her/their rights of registration in favour of any other person/persons, same shall be permitted by the company after all due installments/payments are made to the company and subject to payment of Rs. 25/- per Sq. Ft. as transfer fees to the company.
17. The allottee(s) shall be responsible to reimburse the company for making any payment or demand all taxes, levies as leviable by PUDA, Central Govt., Punjab Govt. or any other authority as the case may be from the date of allotment.
18. The company / financial institutions shall have first lien and charges on the apartment for all its dues and such other sums payable by the allottee(s) to the company. Unless the transfer paper after payment of all dues are executed and registered, the company shall for all intents and purpose continue to be the owner of the apartment and the allotment letter shall not give to the allottee(s) any rights of title of interest therein.
19. The company on completion of construction of apartments shall issue final call of dues, if any, to the allottee(s) who shall within 30 days thereof shall make payment of all such dues to the company and take possession of the apartment. In the event of the failure to take possession of the apartment for any

reason, whatsoever allottee(s) shall be deemed to have taken possession of the apartment and shall bear all the maintenance charges and any other levies.

20. The allottee(s) shall not demolish or damage or cause to be demolished or damaged the apartment or any part thereof nor will at any time make or cause to be made any addition or alteration of whatsoever nature to the basic structure of the flat or any part thereof. However, the allottee(s) shall be free to do interiors as per their convenience and design. The allottee(s) shall not be permitted for any alteration in the elevators and outside colour scheme without the permission of company.
21. The cost of electricity meter and security deposits towards electricity will be payable by the allottee(s) directly to Electricity Department as per departmental norms.
22. In case the allottee(s) wants to make financial agreement from any financial arrangement from any financial institutions/bank or any other organization for making the payment to the company, he/she/they shall directly deal with such institutions in this regard the company/promoters may provide the desired information and may extend cooperation in this respect. The company/promoters shall not be responsible for making such financial arrangements.
23. The allottee(s) shall not use the apartment or parking space allotted on payment or any purpose other than residential purpose and parking of vehicle. The allottee(s) shall not store or bring any hazardous, inflammable and obnoxious goods, materials or articles either in the parking space or in the apartment.
24. Possession of the apartment shall be given to the allottee(s) only after full payment is made to the company as per the terms and conditions set out above in this allotment letter.
25. The allottee(s) if resident outside India shall be solely responsible to comply with the necessary formalities as laid down in the Foreign Exchange Management Act, and other applicable laws for acquisition of the property.
26. The allottee(s) shall abide by all other terms and conditions as set out in the application form and as accepted by her/him/them and shall abide in future also for the terms and conditions made by the company from time to time.

Thanking you and assuring of our best services always.

Yours Sincerely,

For **Omni Pacific Colonizers Pvt. Ltd.**

(DIRECTOR)

I/We hereby accept the allotment on the terms
and conditions mentioned herein above.

WITNESSES:

1) _____

2) _____

(Signature of the Allottee)