

Draft Without Prejudice

Date:

To,

Sub : Allotment of flat no _____ in bldg. **'Omega Grand Central'** in our project **'Omega Grand Central'** situated at Vartak Nagar, Thane.

Dear Sir,

- A. In response to your Application dated _____, we are pleased to allot you Flat No. _____ on _____ Floor admeasuring _____ sq.mtrs carpet area, _____ sq.mtr enclosed balcony, _____ sq.mtrs patio/ Balcony and _____ sq.mtrs dry yard (hereinafter referred as said Flat) along with Car Parking Space in Building **'Omega Grand Central'** in our project known as **'Omega Grand Central'** at Vartak Nagar, Thane (herein after referred as said Building/Project) for sum of Rs. _____/- (Rupees _____ only) excluding other charges and on the terms and conditions as stated hereunder. You will have to pay the said amount as per the progress of the construction. The payment schedule alongwith other charges is enclosed herewith.
- B. We are developing said building on piece and parcel of non-agricultural land bearing Survey No. 186/3 (Part), 186/4 (Part) and 187(Part) admeasuring 1438.98 sq. meters ("Sneh Sagar Property") lying, being and situate at Village Majiwada, Taluka & District Thane (herein after referred as "Project Land" or "said property). Thane Municipal Corporation (TMC) has granted commencement certificate to construct the building consisting of Ground Floor Commercial (Pt)/Stilt (Pt) + 1st Floor Commercial (PT) + 2nd floor

upto 22nd Upper Floors (Pt.) (Residential) vide VP No. SO4/0151/18 TMC/TDD/3952/22 on 10th February, 2022. The Promoter will further amend the plan and obtain permission to construct building up to 33 upper floors.

- C. On acquiring the development rights of the said Property, Promoter submitted the proposal to TMC to develop the said property, as a part of process for approval of the plan, the Said Property was surveyed and as per said survey, the Said Property forms part of Survey No. 186/3(Part), 186/4(Part) and 187 (Part) lying, being and situate at Village Majiwada, Taluka & District Thane. (hereinafter referred as "Said Property")
- D. Pursuant to application made to The Real Estate Regulatory Authority (hereinafter referred as the Authority) register the phase of said project known as **'Omega Grand Central'** under The Real Estate (Regulation And Development) Act, 2016 (**RERA**), the Authority on registered the said project and granted MahaRERA Registration No., available at website: <http://maharera.mahaonline.gov.in>.
- E. Sneh Sagar Property is forming part of Vartak Nagar Layout and as per said Development Agreement Sneh Sagar Co-operative Housing Society Limited has permitted Promoter to utilize the FSI of any other plot within Vartak Nagar Layout on the said Property.

TERMS AND CONDITIONS FOR ALLOTMENT

- a. You have seen all the documents of title deeds and other relevant papers etc, pertaining to the said property and are fully satisfied about our title, rights and interest in respect the said property.
- b. You are aware of and have acknowledged that the Building plans are provisional and aware that we propose to amend the plan as stated herein above and you have no objection to make such changes, modifications, alternations or as may be deemed

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necessary or may be required to be done by the local authority. You hereby, unconditionally gives irrevocable consent for amendment of the plan as stated herein above.

- c. You have seen the standard draft of our Agreement for Sale of our company as required under provision of MOFA/RERA to be executed between you and us. You will be bound by the terms and conditions as stated in the Agreement for Sale. You will have to pay necessary stamp duty and Registration charges and register the said Agreement.
- d. Please take note it is mandatory to execute and register the Agreement for Sale on or before payment of 10% of the sale consideration as stated hereinabove under RERA. Registration of the said Agreement will be your responsibility. On payment of stamp duty on the said Agreement for Sale, our representative will attend the office of Sub-Registrar of Assurance at mutually convenient day and time to execute and register the Agreement for Sale. We will not be responsible for any delay in registration of agreement and any consequence arising under MOFA/RERA.
- e. Within 30 day from issue of this letter you will have to pay the 10% of sale consideration and execute and register the Agreement for Sale. If you fail to pay 10% of sale consideration within 30 days this allotment letter will be deemed to have been cancelled without any further communication to you and we will forfeit the amount paid by you. In such circumstance we will be entitled to sell the said Flat without any further reference to you
- f. You shall not have any claim or right on, any part of the said Property and to any part or parts of the said Building other than the said Flat allotted to you. All open spaces, lobbies, staircases, terraces shall, remain our property till management and administration of the Building is handed over to the Society which will be subject to the rights, reservations, covenants and easements in our favor as may be provided.

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- g. We shall have absolute & exclusive right & authority to utilize & consume present F.S.I. and the F.S.I. and/or T.D.R., which will be made available on said property under Development Regulation of Thane Municipal Corporation, 1994 or any other statute applicable to said property and you shall not have or claim any rights and/or benefits of whatsoever nature in respect thereof.
- h. We shall be entitled to sell, assign, mortgage, transfer or otherwise deal with or dispose of all our right, title and interest in the said property including the buildings being constructed thereon as we may deem fit and appropriate and You hereby give irrevocable consent for the same subject to such transaction not prejudicially affecting the rights hereby created in your favor.
- i. Payment of the said consideration is essence of contract and you will pay the said amount as per the schedule of payment as stated herein above. If you fail to pay the said amount as per the schedule, you will be liable to pay interest at the rate as prescribe under The Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate projects, Registration of Real Estate Agents, Rates of Interest and disclosure on Website) Rule 2016 (**RERA Rule**) from its due date and in respect of delay in payment of GST you will have to pay interest at rate of 18% p.a. Notwithstanding the provision for payment of interest, if default continues for more than 3 months, we will be entitled, at our sole discretion to cancel this allotment letter. In case of cancellation of allotment, we will be entitled to forfeit earnest amount i.e 10% of the sale consideration and pay the balance amount to you without any interest thereon. We will refund the said amount, only after sale of said Flat to new purchaser and after receiving from New Purchaser amount equivalent to be refunded to you. Save and except refund of the said amount as stated herein you will not be entitled for any

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amount either as damage/compensation or in any other manner.

- j. In the event of cancellation, notwithstanding our liability to refund the amount as stated herein above, you shall cease to have any right, title, interest and/or claims of any nature whatsoever in said Flat and we shall be entitled to deal with the same in the manner as it deems fit and proper.
- k. The possession of the said Flat is likely to be delivered on _____ with a grace period of 12 (Twelve) months thereof, unless prevented due to force majeure or any other circumstances over which we have no control. We will not be responsible for any delay due to time taken by Government Authorities for sanctioning or completing their formalities. The flat will be deemed to have been completed and possession given to you, on we making an application for Occupation Certificate to TMC or any other authority having authority to give Occupation Certificate.
- l. That any delay on account of the Authority for issuance of the completion certificate/Occupation certificate shall not be considered as any delay on account of us. The date of applying for the completion certificate/ occupational certificate shall be presumed as the date of possession, we shall not be liable for the penalty for delay in possession after the said date i.e. any claim for delay in possession will be confined upto the date of applying for the completion certificate/occupational certificate only.
- m. We have explained you proposed development of the said project and you have completely understood our project and you hereby confirm that you have given unconditional, unqualified and irrevocable consent to us to develop the said property as required under section 14 of RERA and also section 7 of MOFA. Copy of the said Irrevocable Consent is enclosed herewith.

- n. The said building shall always be known, as '**Omega Grand Central**' .
- o. Please note, unless amenities, layout, facilities are contained or incorporated in agreement for sale, we will not be bound to provide the same in the project and further reserve, at our sole discretion to make such variations, additions, alterations, deletions, and/or modifications in plan and landscaping or as may be directed by the Competent Authority.
- p. These terms and conditions will be in addition to the terms and conditions stated in the Application Form.

Thanking you,

For Fortune Infracreators Pvt. Ltd.

Authorized Signatory

Enclosed:- (1) Schedule of Payment

(2) Layout of the property.