

Date :- _____

To,

**Sub: Allotment of residential Flat No. _____, on _____ floor, in the Building
"DAFFODIL," in the Complex known as "PRIDE RESIDENCY."**

Dear Sir/Madam,

We, Sahil Developers, the Developer, are pleased to allot you the residential Flat No. _____ admeasuring _____ square meters Carpet area (as defined under RERA) along with _____ square meters and enclosed balcony _____ square meters in building Daffodil in our COMPLEX "**Pride Residency**" 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 as under.

Terms and Conditions

1. The residential Flat 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 building **Daffodil** in our Complex "**Pride Residency**" (hereinafter the aforesaid flat is referred to as the "Said Flat" and the aforesaid project is referred as the "Said Project"), which is being constructed on properties mentioned as under: -

Old Survey No.	New Survey no. after sub-division	Area Sq. mtr.	Occupant
36/2	36/2A	3320	owners
39/1	39/1A	970	owners
39/2	39/2A	1430	owners
39/3	39/3A	500	owners
	Total	6220	

All that piece and parcel of land after surrendering reserved portion in favour of Thane Municipal Corporation out of Said entire property, the balance portion hereinafter referred as **"Said Property"**. The Said Property admeasuring about 6220 square meters situated at Village Boriwade, Tal. & District Thane, Registration and Sub-Registration District Thane and within the limits of Thane Municipal Corporation(TMC).

2. We are constructing a building consisting of Ground part + Stilt part + 20 upper Floors consisting of flats/apartment for residential, non-residential, and/or any other authorized user, together with provision of parking spaces and other necessary amenities. We may obtain part/Full occupancy certificate for residential premises and may deliver possession to the residential premises for which part/Full occupancy certificate is granted by TMC.
3. We have agreed to allot the said premises for the mutually agreed price of Rs. _____/- (Rupees _____ only) (hereinafter referred to as the **'Sale Price'**).
4. Sale Price as mentioned hereinabove is exclusive of any taxes, which may be leviable 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 @ 1%, either out of every installment or once at a time within one month from the date of registration, 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.
7. **Failure/Delay in Payment:**
 - a. It is agreed by you that out of the amount(s) paid/ payable towards the Sale Price, Rs. _____ (Rupees _____ 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 us, as the case may be and also to perform or observe all the other obligations by you under this Allotment.
 - b. You shall be liable to pay interest @ marginal cost of lending rate of SBI plus 2%, per annum, on the amount due, for the period from the due date till the date of payment (both days inclusive).
 - c. Upon non-receipt of the installment within due date, we may issue a notice to you to pay the amounts due within 60 (sixty) days of due date after which we may unilaterally terminate the present provisional 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.

8. You shall before taking possession of the said Premises clear all the dues towards the said Premises.
9. You hereby agree that you shall be responsible and liable to pay GST as may be applicable on transfer and sale of the said Premises by us. You would also be liable to pay interest/ penalty/ loss incurred to us 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 us. 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.
10. We may in our sole and unfettered discretion form one separate society for the residential component of the Said Building, or may form single society for the entire project. In case of formation of multiple societies, we may form Apex Body or Non Profit Company for such societies in Said Project.
11. 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 **"Pride Residency"** for Daffodil building as well as other buildings that have, and/or may be, constructed on the Said Property 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.
12. 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 us.

13. The Provisional allotment of the Said Premises is entirely at our discretion and we reserve our 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. SAHIL DEVELOPERS

Partner

I/We accept the terms of Provisional Allotment and undertake to abide by the same. I/We have verified the flat sale agreement and undertake to execute the flat sale agreement as per the standard draft of the Developers. 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.
