

Tharwani Properties

_____,2021

To,

Dear Sir/Madam,

We are pleased to allot you flat/commercial/shops on the _____ floor of the building known as Aetius in Tower- 1 wing A (phase III) at Vedant Palacia, kalyan, having Carpet Area _____ sq.mtrs, equivalent to _____ sq.ft, as per the definition under the Real Estate (Regulation and Development)Act 2016 along with enclosed balcony& cupboard (if any) admeasuring _____ sq.mtrs. Which is equivalent to _____ sq.ft carpet area (Carpe Area _____ sq.mtrs equivalent to _____ sq.ft. as per the definition under the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and transfer),Act,1963),for total consideration of Rs _____ (_____) Including proportionate common areas and facilities appurtenant to the Apartment, hereinafter referred to as the Said Apartment, along with benefit to use **One stack/stilt/puzzle Podium car parking/s, which shall be paid by you to us as follow :-**

Sr No.	Details	Amount (in Rs.)
a)		
b)		

You shall on or before _____ pay to us /Promoter or as an when demanded the following amount :-

1.	Flat Cost
2.	GST on Flat Cost as applicable as on the date of each payment.
3.	Advance Flat Maintenance Charges for 36 months For Shops/ commercial Rs. _____/- 2 BHK – Rs. _____/- per month(____*36) =

	3 BHK – Rs. _____/- per month(_____*36)=
4.	GST on Maintenance (as applicable as on the date of the payment)
5.	Legal expenses, Share money, entrance fees, electricity meter charges, substation expenses, water connection charges, drainage, sewerage connections, fire charges development charges, deposits, transformer charges, grill charges, property tax and club house membership.
6.	Advance parking charges for maintenance for 36 months Rs.1,000/- per month per vehicle.
7.	GST on Parking Charges for maintenance (as applicable as on the date of the payment)

We have informed you and you are aware that-

- i) We are constructing/have constructed the Said Building Aetius wing A phase III with parking+ 36 floors, hereinafter referred to as the said building, as a part of layout development of the project named as Vedant Palacia.

The Agreement for sale of the said Apartment, containing the detailed terms and condition for the sale of the Said Apartment has shown to you and has been approved by you and agreed upon between us, which will be executed immediately by you on payment of ten per cent of the total consideration of the said Apartment. In the event of your not coming forward to execute and register agreement within stipulated period of 30 days, then we are entitled to sell/ allot the said building to any third person without taking any prior consent from you. In such event, we will be entitled to sell / allot the said building to any third person without taking any prior consent from you. In such event, we will be entitled to deduct there from 10% of the total Consideration. In such event, you will not be entitled to make any claim of whatsoever nature to the said Apartment.

Stamp duty & registration charge on Agreement for sale of the sale of the Said building shall be borne by you alone.

You have confirmed that this Letter of Allotment supersedes previous writing /s and document/, if any, exchanged /executed between us In respect of this

Transaction and that only this letter of allotment constitutes the entire understanding/ agreement arrived at between the parties hereto for sale of the Said Apartment.

Please note that each of the aforesaid instalment are to be paid by you as stipulated in demand notices/s which shall be sent to you, by email and at your above mentioned address. The notice issued to you, by email and at your above mentioned address. The notice issued to you as aforesaid, shall be the essence of the Contract in this behalf. In the event of non-payment of any of the instalments as per the demand notice/s, then at the end of such notice period, We shall be entitled to terminate the Agreement on giving 15 days notice and shall be at liberty to dispose of and sell the premises to any other person.

Any communication, including notices for intimation for completion of work, demand notices and any other communication pertaining to the Said Apartment, will be forward to your E-mail ID as given by by you. i.e _____ and your above mentioned address. You undertake to intimate us immediately in the event of any change in your E-mail ID and/or address.

Without prejudice to our right of termination as aforesaid, you shall be liable to pay montly compoundable 12% interest from the date the amount become due till payment to us on all such delayed payment.

The amount/s paid by you to us shall be appropriated firstly towards taxes payable by you, then towards interest payable for all outstanding instalment towards consideration/outstanding dues in respect of the said Apartment

Please note that any liability arising out of service Tax provision and VAT and/ GST, including all increase and/or addition/s thereon or any taxes as may be applicable form time to time in respect of this Allotment/

We have informed you and you are aware that as per the finance Act of 2013, TDS is applicable on transfer of immovable property, wherein the consideration of the property exceeds or is equal to RS. 50 Lakh. Under the amended provision of section 194 IA of the Income Tax Act, 1961, w.e.f., 1st September 2019, Tax Deduction at Source (TDS) @1% is required to be deducted by the purchaser of the property at the time of making payment of sale consideration, which is inclusive of Agreement Value and all Other Charge. You shall submit a copy of the TDS challan/s along with Form 16B to us immediately after making payment TDS certificate in Form 16B is required to be issued by you as final 16B to us immediately after making payment TDS certificate in form 16B is required to be issued by you as final confirmation of credit to Roma Builder pvt.Ltd in respect of the taxes deducted and deposit into the Government Account.

Tharwani Properties PAN No:- _____

This project has been registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 And Rules framed thereunder with the Real Estate Regulatory Authority at Mumbai no. _____

Yours Faithfully,

For Tharwani Properties

MONEY RECEIPT

Received with thanks from _____ the sum of Rs _____/- (Rupees _____) towards Earnest Amount for Flat No. _____ on _____ Floor in the building known as Aetius Wing A (phase III) situated at Vedant Palacia, Kalyan, as mentioned below :-

Chq/NEFT	Chq.no	Chq.Date	Bank	Amount in Rs
NEFT/RTGS	-			
			TOTAL	

Thanking you,
For Tharwani Properties