

**ALLOTMENT LETTER**

Date :- \_\_\_\_\_

**To,**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sub: Reservation of Allotment for residential Flat No. \_\_\_\_\_ on \_\_\_\_\_ Floor of Building No. \_\_\_\_\_ in the project known as “Crystal Spires” situated at Village Chitalsar, Manpada, Taluka and District Thane.**

**Dear Sir/Madam,**

We are pleased to allot you the residential Flat No. consisting of \_\_\_\_\_ Bedroom + Hall + Kitchen admeasuring \_\_\_\_\_ square meters of Carpet Area equivalent to \_\_\_\_\_ square meters of RERA carpet area (inclusive of permitted cupboard area if any) and enclosed balcony admeasuring \_\_\_\_\_ square meters and open balcony admeasuring \_\_\_\_\_ square meters on the \_\_\_\_\_ floor of Building No. \_\_\_\_\_ in our Project known as “Crystal Spires” 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 attached herewith for the same.

**Terms and Conditions**

1. The residential Flat No. \_\_\_\_\_ consisting of \_\_\_\_\_ Bedroom + Hall + Kitchen admeasuring \_\_\_\_\_ square meters

of Carpet Area equivalent to \_\_\_\_\_ square meters of RERA carpet area (inclusive of permitted cupboard area if any) and enclosed balcony admeasuring \_\_\_\_ square meters and open balcony admeasuring \_\_\_\_\_ square meters on the \_\_\_\_\_ floor of Building No. \_\_\_\_\_ in our Project known as “Crystal Spires” (hereinafter the aforesaid flat is referred as "Said Flat" and the aforesaid project is referred as the “Said Project”), which is being constructed on the land bearing Gut No. 67/1A and others situated at Village Chitalsar, Manpada, Taluka and District Thane, within the Registration District Thane and within the limits of Municipal Corporation of City of Thane (hereinafter referred to as the “Said Property”).

2. The Developers has agreed to allot the said Flat for the mutually agreed price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) (hereinafter referred to as the '**Sale Price**'). You further undertake to pay other taxes and charges as mentioned hereinbelow. The sale price shall be paid in the following manner:

<b>Sr. No.</b>	<b>Instalments</b>	<b>% payable</b>	<b>Amount (Rs)</b>	<b>GST</b>	<b>Total amount</b>
1.	On Booking	10%			
2.	On execution of agreement	5%			
3.	On commencement of work	4%			
4.	On completion of plinth	4%			
5.	On completion of 1 <sup>st</sup> slab	4%			

6.	On completion of 3 <sup>rd</sup> slab	4%			
7.	On completion of 5 <sup>th</sup> slab .	4%			
8.	On completion of 7 <sup>th</sup> slab .	4%			
9.	On completion of 9 <sup>th</sup> slab .	4%			
10.	On completion of 11 <sup>th</sup> slab .	4%			
11.	On completion of 13 <sup>th</sup> slab	4%			
12.	On completion of 15 <sup>th</sup> slab	4%			
13.	On completion of 17 <sup>th</sup> slab	3%			
14.	On completion of 19 <sup>th</sup> slab	3%			
15.	On completion of 21 <sup>st</sup> slab	3%			
16.	On completion of 23 <sup>rd</sup> slab	3%			
17.	On completion of 25 <sup>th</sup> slab	3%			
18.	On completion of brick work	5%			
19.	On completion of External plaster	5%			
20.	On completion of Plumbing	5%			
21.	On completion of Flooring	5%			
22.	On completion of External painting	5%			
23.	On intimation of possession	5%			
		<b>TOTAL</b>			

3. 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 value added tax, GST and any other tax leviable, both present and future, as

may be applicable from time to time, shall be separately charged and recovered from you.

4. You shall also be responsible to pay General charges, Advance Maintenance, clubhouse charges, GST, property tax, society formation charges, legal charges and such other ancilliary charges as to be detailed in the Agreement for Sale.
5. **Failure/Delay in Payment:** It is agreed by you that out of the amount(s) paid/ payable towards the Sale Price, 10% (Ten Percent only) of the Sales Price shall be treated as EARNEST MONEY to ensure fulfilment 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 Developers, as the case may be and also to perform or observe all the other obligations by you under this Allotment.
6. The Developers may, at their sole option and discretion, waive the breach by you for not making payments as per the schedule of payments given above, but on condition that you are liable to pay interest on the amount due as under:
  - i) Interest @ State Bank of India's highest cost of marginal lending rate plus 2% per annum shall be paid on the amount due which shall be calculated from the date on

which the amount was due till the date of payment (both days inclusive).

- iii) Upon non-receipt of the instalment within due date, Developers may issue a notice to you to pay the amounts due within 30 (thirty) days of due date after which Developers may issue cancellation letter. You shall be liable to pay the due amounts with interest accrued thereon as prescribed above.
  - iv) In the event of failure on your part to pay the consideration amount within prescribed time limit in booking, the Developers shall be entitled to terminate and cancel the booking and allotment and shall refund the consideration paid by you in consideration of the said Flat after deducting 10% of the consideration amount as cancellation charges and the present allotment shall stand cancelled and terminated with immediate effect.
7. You shall before taking possession of the said Flat clear all the dues of Developers towards the said Flat including Society charges, etc.
  8. You hereby agree/s that you shall be responsible and liable to pay both GST and/or other taxes as may be applicable on transfer and sale of the said Flat by Developers. You would also be liable to pay interest/ penalty/ loss incurred to Developers on your account and/or failure and/ or delay to pay GST and/or other taxes and levies, statutory charges etc. within 7(seven) days of being called upon by Developers. 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.

9. 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 known as “Crystal Spires” as well as other building that may be constructed on the Said Property and observe, perform and comply with the bye-laws, rules, regulations 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.
10. You shall not assign, transfer, lease or part with rights and allotment in respect of the Said Flat in favour of any third person without prior written permission from the Developers.
11. The allotment of the Said Flat is entirely at the discretion of Developers and Developers reserve their 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 Luxora Realtors Pvt. Ltd.**

**Director/Authorised Signatory**

**I/We accept the terms of allotment and undertake to abide by the same.** I 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. Present Allotment shall supersede all previous writing, documents and arrangement between the Parties.

**Purchaser/s**