

Without prejudice

ALLOTMENT LETTER

Date:

To,

MR.

MRS.

Sub : Allotment of **Apartment No. ____** on ____ **Floor**, situated in the **Sale Building Wing- A to be known as “LARKINS 315 FIO-A”** being constructed on land bearing Final Plot No.315, T.P.S. No.1 of the Thane Municipal Corporation, CTS No.746, S. No.328, admeasuring 10629.9 sq. mtrs. situate, lying and being at Panchpakhadi, Tal. & Dist. Thane (hereinafter referred to as ‘the said property’).

Dear Sir/Madam,

1. We are the developers of land bearing Final Plot No.315, T.P.S. No.1 of the Thane Municipal Corporation, CTS No.746, S. No.328, admeasuring 10629.9 sq. mtrs. situate, lying and being at Panchpakhadi, Tal. & Dist. Thane.
2. We intend to construct our complex comprising of 5 buildings viz. Sale Building Wing A, Sale Building Wing B, Sale Building Wing C (Society Building) and Rehab/ Slum Building No.1 and Rehab/ Slum Building No. 2 respectively for eligible Slum Dwellers and PAP (Project Affected Persons) to be handed over to Thane Municipal Corporation. The aforesaid buildings will be constructed in phased manner as described herein below:

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In Phase 1 we shall construct part of Sale Building Wing A to be known as “ **Larkins 315 Fio- A**” which shall be comprising of residential premises. (hereinafter referred to as ‘the said Building’) which is subject matter of these presents.

3. We have obtained the sanction from the Slum Rehabilitation Authority (“SRA”), on behalf of Trunapushp Co-Operative Housing Society Limited (hereinafter referred to as ‘the Society’), applied for and obtained Letter of Intent from the SRA vide V.P. No.2007/146 dated 08/09/2015 upon the terms and conditions therein mentioned and also obtained Commencement Certificate vide No.SRA/ENG/3273/THANE/STGL/AP dated 23/09/2015 in respect of Building No.1. Subsequently, the SRA also issued Commencement Certificate vide No.SRA/ENG/3274/THANE/STGL/AP dated 13/06/2016 and accordingly, we have initiated steps towards redevelopment of the Property.

4. We submitted revised plan in respect of the said Property which are now sanctioned by the Corporation vide amended sanction-cum-Commencement Certificate bearing No. SRA/ENG/3274/THANE/STGL/AP dated 30/04/2019 and Commencement Certificate vide No.SRA/ENG/3274/THANE/STGL/AP dated _____ for Sale Building. The sanctioned plans were further revised and we obtained latest sanction Commencement Certificate vide No.SRA/ENG/3274/THANE/STGL/AP dated 23/10/2020.

4. The subject matter of this letter is residential premises in **Sale Building Wing A** to be/being constructed by us on the said property (hereinafter referred to as ‘the said building’).

5. We hereby put on record that we hereby agree to sell to you on ownership basis **Apartment No. ____** on ____rd **Floor** of the said **Building**

to be known as "LARKINS 315 FIO-A" (hereinafter referred to as 'the said building') admeasuring ___ **square feet** Equivalent to ___ **square meter** and exclusive area of the said apartment is ___ **square feet** equivalent to ___ **square meter** aggregating to ___ **square feet** equivalent to ___ **square meters** ("**Total Area**") (hereinafter referred to as "the said Apartment") for the consideration **of Rs. _____/- (RUPEES ONLY)** (which includes proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities).

6. We have also agreed to allot and provide you one car parking space No. ____.

7. Out of the total consideration you are liable to pay an amount of **Rs. _____/- (RUPEES ONLY)** (i.e. 10% of the total consideration). However you have paid to us a sum of **Rs. _____/- (RUPEES ONLY)** as advance payment or application fee and you shall pay to us the balance amount of **Rs. _____/- (RUPEES ONLY)** in the following manner :-

- i. Amount of **Rs. _____/- (RUPEES ONLY)** To be paid before execution of the Agreement.
- ii. Amount **of Rs. _____/- (RUPEES ONLY)** (20% of the total consideration) to be paid to us after the execution of Agreement
- iii. Amount of **Rs. _____/- (RUPEES ONLY)** (15% of the total consideration) to be paid to us on completion of the Plinth of the building or wing in which the said Apartment is located.

- iv. Amount of **Rs. _____/- (RUPEES _____ ONLY)** (25% of the total consideration) to be paid to us on completion of the slabs of the building or wing in which the said Apartment is located.
- v. Amount of **Rs. _____/- (RUPEES _____ ONLY)** (5% of the total consideration) to be paid to us on completion of the walls, internal plaster, floorings doors and windows of the said Apartment
- vi. Amount of **Rs. _____/- (RUPEES _____ ONLY)** (5% of the total consideration) to be paid to us on completion of the Sanitary fittings, staircases, lift, wells, lobbies upto the floor level of the said Apartment
- vi. Amount of **Rs. _____/- (RUPEES _____ ONLY)** (5% of the total consideration) to be paid to us on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment
- viii. Amount of **Rs. _____/- (RUPEES _____ ONLY)** (10% of the total consideration) to be paid to us on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located.
- ix. Balance Amount of **Rs. _____/- (RUPEES _____ ONLY)** against and at the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate or completion certificate.

Time in respect of the said payments or instalments and in respect of all amounts payable under these presents by you to us is of the essence of the contract.

8. You shall not have any right or authority to assign or transfer the right under this letter, to any other person without our consent in writing.

9. This letter does not give any right either in respect the said Apartment and this is restricted only to an acknowledgement of your advance money for your proposal to purchase the said premises.

10. Maintenance charges & share money referred in the payment statement annexed hereto as Annexure "A" will be extra and payable at the time of handing over possession of the said Apartment to you. The consideration mentioned in point No. 6 hereinabove is net consideration and Allottee shall be liable to pay all the taxes payable thereupon including but not limited to VAT, Service Tax, GST, cess etc. The said taxes shall be borne and paid by you.

11. Legal Compliances

11.1 You shall be liable to execute the agreement for sale with us. You shall also bear and pay appropriate stamp duty, registration charges, VAT, LBT, GST and other cess as may be applicable.

11.2 You should utilize the Apartment for the purpose for which it is allotted.

11.3 You should submit copies of a PAN, Residence Proof and/or Certificate of Incorporation /MOA/AOA as mentioned in the application.

11.4 The allotment will be confirmed in your favour through a Registration of the Agreement for Sale in your favour only after fulfillment of the terms and conditions set-forth herein.

11.5 You must obtain possession of the Apartment allotted within **15** days from the date of payment of the cost in full within the time as mentioned above and after executing Sale Agreement in the prescribed format, whichever is later. Possession will be delivered to you only after execution of sale agreement.

12. General terms and conditions

12.1 All payments against this allotment shall be made by way of a crossed demand draft drawn in favour of
“ _____ ”

12.2 If payment as stipulated in Point (8) above is not made then this allotment letter shall stand cancelled and the EMD paid shall remain forfeited.

12.3 Please note that **M/S. PUSHPAK DEVELOPERS** reserves right to forfeits all amounts paid by the Allottee, if any of the terms and conditions stipulated in the provisional and/or final allotment letter are not complied with by you.

12.4 Registration of the sale deed will be done in your favour only after **Receiving of 10% of the Flat cost.**

12.5 **Rs.** _____ /- + GST (as applicable) for deposit towards provisional monthly contribution (for 12 months

from the date of possession) towards outgoings of Society or Limited Company shall payable at the time of possession.

12.6 This letter is passed confirming the above arrangement. The detailed terms and conditions of sale has discussed and agreed upon between us and the same will be set out in an Agreement for Sale, which you shall execute immediately being called upon to do so. We have also shown the sanctioned layout plan along with all approvals, permission, orders in respect of the said building and project to you and you have satisfied about the same. The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. Stamp Duty, Registration Charges, VAT, LBT, GST, Service charges, Cess, etc., if levied, shall be borne by you.

12.7 We confirm that we have not agreed to sell the said Apartment to anybody else nor created any encumbrance on the said premises and the title thereof is clear and marketable.

12.8 This Allotment shall be subject to Thane Jurisdiction Only.

Yours Faithfully,

For **M/S. PUSHPAK DEVELOPERS**

(PARTNER)

Housiey.com