

Ref.No._____

Dated:

TO,

_____(Name of the Purchaser)

_____(Address)

Dear Sir/Madam,

Sub: Booking/Allotment of FlatNo.._____ in the Scheme POSH PAVILION

RERA Reg No.

Situated on Non-Agricultural land admeasuring about 7698.00 Sq. mtrs. of Land bearing Plot A of FP No 100 & 101 T P No 1,Bill,Moje : Bill, Situated within the Limits of the Village: Bill, Taluka : Vadodara in the Registration District and Sub District : Vadodara

1. We are pleased to inform you that upon considering your application and subject to the Terms & conditions appearing hereinafter, **Orbit Developers** (hereinafter referred to as "the Promoter") has provisionally allotted **Flat No.**_____ to you. The Carpet Area of said allotted to you, is approximetly _____Sq. Mtrs., Balcony Area ____ & Open Terrace Area _____SqMt share in common area _____ Sqmt (That is : having Built-up Area _____Sq.Ft. as per approved plans). The sale consideration payable for The said Flat is **Rs.**_____/ - (**Rupees**_____ **Only**).This allotment shall be subject to payment of other charges to be paid by you for acquiring the said Flat as appearing hereinafter.

Four boundaries are as under

East :

West :

North :

South :

2. The amount paid along with the Application Form shall be treated as your Earnest Money towards acquisition of the said Flat and you shall pay the balance of the sale consideration in accordance with payment plan annexed hereto as **Annexure 'A'**. The other charges that are payable by you at the time of execution of Sale Deed towards acquisition of the said Flat over and above the Sale Consideration are annexed hereto as **Annexure 'B'** and the same are acceptable to you. In the event of you failing to pay the balance consideration and the other charges in the time or if there is any delay on your part in making payment of any Installment and/or other charges, in accordance with the Payment Plan, you shall be charged interest @ ____% per annum calculated

from the due date of such outstanding payment till the actual receipt of the same along with interest thereon which is duly acknowledged by you.

3. Please note that if any of the cheques or other instruments of payment issued by you are dishonoured caused any reason whatsoever, then the Developer shall be fully entitled, at its sole discretion, to levy penal interest calculated @ ____% per annum calculated from the due date of such outstanding payment till the actual receipt of the same along with interest thereon and including any other charges/interest that may be charged by the Bank, if any, in case of cancellation of the booking amount of 10% would be charged as the **"Booking cancellation amount"**.
4. This allotment is subject to your making timely payments and complying with all your obligations, terms and conditions, more particularly described in **Annexure 'C'** hereto. If you fail to comply with any of your obligations under the transaction as mentioned herein or otherwise including further timely payments of the sale consideration as aforesaid then the Developer shall be fully entitled, at its sole discretion at any stage to cancel the Allotment/Booking of the said Flat and shall forfeit the Earnest Money paid hereunder.
5. **Agreement for Sale** will be executed on receipt of 10% of amount of unit.

As per your confirmation of the above, please return duplicate copy of this duly signed by you.

Thanking You,

Yours Sincerely,

Orbit Developers

Authorized Signatory

Encl : As above.

I accept the above terms & conditions

Name of purchaser:

Signature of Purchaser

ANNEXURE-A
PAYMENT SCHEDULE

On or Before Date	Amount to be paid (Rs.)
<u>TOTAL Rs.</u>	

ANNEXURE-B

OTHER CHARGE TO BE PAID

Details of charges	Amount to be paid (Rs.)
<u>TOTAL Rs.</u>	

ANNEXURE-C
TERMS AND CONDITIONS OF ALLOTMENT

- a) The Sale Consideration of the said Bungalow is Rs. _____ (**Rupees _____ Only**) as an Initial Payment (hereinafter referred to as **“Earnest Money”**) and being Part Payment out of Total Sale Consideration of said Flat. The Purchaser hereby agrees to pay to the Developer/Owner the Balance Payment/Amount of the sale Consideration of Rs. _____ (**Rupees _____ Only**) (hereinafter referred to as the **“Balance Sale Consideration”**) for the purchase of the said Flat in the manner set out in the **Annexure-A** mentioned hereinabove;
- b) Unless otherwise mutually agreed by the parties, only upon the payment of the Balance Sale Consideration and other charges the execution/registration of the Sale Deed in favour of the Purchaser with respect to the said Flat (**“Sale Deed”**) shall be executed by the Developer.
- c) The Purchaser shall make payment of the sale Consideration under this Agreement by account payee cheques and/or demand drafts and/or pay orders (including remittances from abroad) in favour of **“Orbit Developers”** payable at Ahmedabad. The other payments with regard to amount towards Security Deposit, advance running maintenance deposit, proportionate share of taxes, electricity charges, Municipal Corporation Charges, statutory dues etc as provided in **Annexure-B** hereunder shall be payable by the Purchaser separately by Account Payee Cheques and/or Demand Drafts and/or Pay Orders (including remittances from abroad) in favour of **“_____”** Payable at _____.
The amounts mentioned in the Annexure – B hereto is indicative.
- d) The terms and conditions mentioned herein shall stand merged into Sale Deed executed by the Developer as regards the said Flat;
- e) The Purchaser shall pay the applicable stamp duty, registration charges Legal/Advocate charges and other incidental expenses payable, at the time of registration of the Sale Deed whenever the same is executed;
- f) The Purchaser shall bear and pay all applicable taxes/levies/cesses and/or any increase thereto including Goods and Service Tax, Local Tax, Water charge, insurance, Duties, Cess and such other Levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, as and when demanded by the Developer or on account of change of user of the said Flat of the Purchaser;
- g) The Purchaser shall not have any right to transfer, assign or part with Purchaser’s interest or benefits of the said Flat;
- h) Upon termination of this allotment, the Purchaser shall have no right, title and interest in the said Flat and the Developer shall be at Liberty to dispose off and sell the said Flat to such person and at such price as the Developer may in its absolute discretion think fit.