

Ref. No. _____

RERA Reg. No. _____

Dated:

To,

_____ (Name of the Purchaser)

_____ (Address)

Dear Sir/Madam,

Sub: Booking/Allotment of **Commercial Unit/ Residential Flat No. ____** in **SHARDA APARTMENTS.**

1. We are pleased to inform you that upon considering your application and subject to the terms & conditions appearing hereinafter, _____ (hereinafter referred to as “the Promoter”) has provisionally allotted Commercial Unit/ Residential Flat No. ____ to you developed on all those pieces and parcels of the non-agricultural land bearing **Block/Survey No. 94 (Old Block/Survey No. 366)** admeasuring 2950 Sq.Mtrs. and Block/Survey No.311 (Old Block/Survey No. 364) admeasuring 3482 Sq.Mtrs. total admeasuring 6432 Sq.Mtrs. (as per Old Survey No. 6374 Sq.Mtrs.) paiki 3824 Sq.Mtrs.

2. Boundaries of Property:

East :

West :

North :

South :

3. The Carpet Area of the said Commercial Unit/ Residential Flat allotted to you is approximately _____ sq. mtrs. and is more particularly enlisted in the table herein below, further the Carpet Area of the said Commercial Unit/ Residential Flat shall be subject to amendments/ alterations as per the applicable laws in

further/ subsequent transaction documents regarding the purchase of the said Commercial Unit/ Residential Flat.

Commercial Unit/ Residential Flat No.	Type	Carpet Area - As per RERA (In sq. mtrs.)	Balcony Area (In sq. mtrs.)	Terrace Area (In sq. mtrs.)

4. The amount paid along with the Application Form shall be treated as your earnest money towards the acquisition of said Commercial Unit/ Residential Flat and you shall pay the balance of the Sale Consideration, out of the total Sale Consideration being INR _____/-. In the event of you failing to pay the balance consideration in time or if there is any delay on your part in making payment of any installment you shall be charged interest @ 9% 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.
5. Please note that if any of the cheques or other instruments of payment issued by you are dishonored for 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 interest that may be charged by the Bank, if any.
6. This allotment is subject to your making timely payments and complying with all your obligations, terms and conditions, more particularly described in **Annexure 'A'** 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 Commercial Unit/ Residential Flat and shall forfeit the earnest money paid hereunder.

In token of your confirmation of the above, please return the duplicate copy of this letter duly signed by you.

Thanking You,
Yours sincerely,
Shree Sharda Developers

Authorized Signatory

Encl : As above.

I accept the above terms & conditions

Name of Purchaser:

Signature of Purchaser

ANNEXURE – A

TERMS AND CONDITIONS OF ALLOTMENT

- (a) As on the date hereof the Purchaser has paid a sum of Rs. [_____] /- (**Rupees [_____]** **Only**) as initial payment (hereinafter referred to as “**Earnest Money**”) and being part payment of the Sale Consideration. The Purchaser hereby agrees to pay to the Developer the balance amount of the Sale Consideration for the purchase of the said Commercial Unit/ Residential Flat in the manner.
- (b) The Developer may execute and register an Agreement for Sale for the Commercial Unit/ Residential Flat No. ____ in **SHARDA APARTMENTS**, if agreed between the Purchaser and the Developer, in consistence with the applicable laws. Further, if desired by the Purchaser and agreed between the Developer and the Purchaser, a Sale Deed (as defined below) may directly be executed amongst the Developer and the Purchaser for the aforementioned Commercial Unit/ Residential Flat.
- (c) Unless otherwise mutually agreed by the parties, only upon the payment of the balance sale consideration, the execution/registration of the Sale Deed in favour of the Purchaser with respect to the said Commercial Unit/ Residential Flat (“**Sale Deed**”) shall be executed by the developer.
- (d) 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 “_____” payable at _____.
- (e) The terms and conditions mentioned herein shall stand merged into the Sale Deed executed by the Developer as regards the said Commercial Unit/ Residential Flat.
- (f) The Purchaser hereby agrees and consents/ confirms to any changes/ variations occurring in the common areas, amenities, facilities, and any other changes due to the development of this scheme (excluding the area of the said Commercial Unit/ Residential Flat) in accordance with the applicable laws towards the finalization/ revision of the layout plans and approvals, if such revision arises.
- (g) The Purchaser hereby agrees and consents to any variations and amendments in the subsequent transaction documents towards the purchase of the said Commercial Unit/ Residential Flat and any other modifications as per the applicable laws [including but not limited to Real Estate (Regulation and

Development) Act, 2016 and incidental rules both as amended from time to time].

- (h) 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. Further, the Purchaser agrees that the Sale Consideration may vary at the time of the execution and registration of the Sale Deed or Agreement for Sale (in the case, it is executed prior to the Sale Deed, in sync with the variation/ amendment in the area of the Residential Flat/ Commercial Unit which has been permitted under the Real Estate (Regulation and Development) Act, 2016 and incidental rules both as amended from time to time and other applicable extant laws)
- (i) The Purchaser shall bear and pay all applicable taxes/levies/cesses and/or any increase thereto including Goods and Services Tax, local taxes, water charges, 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 including but not restricted to applicable taxes on sale of the said Commercial Unit/ Residential Flat by the Developer or on account of change of user of the said Commercial Unit/ Residential Flat of the Purchaser.
- (j) The Purchaser shall not have any right to transfer, assign or part with Purchaser's interest or benefits of the said Commercial Unit/ Residential Flat.
- (k) Upon termination of this allotment, the Purchaser shall have no right, title and interest in the said Commercial Unit/ Residential Flat and the Developer shall be at liberty to dispose off and sell the said Commercial Unit/ Residential Flat to such person and at such price as the Developer may in its absolute discretion think fit.

Thanking You,

Yours sincerely,

Shree Sharda Developers

Authorized Signatory

Encl: As above.

I accept the above terms & conditions

Name of Purchaser:

Signature of Purchaser