

A Project By



Developers : **NYALKARAN PIONEER**



Near Satyagreen Party Plot,
Parvel Vasna- Bhayli Main Road, Vadodara.

Ref. No. _____

Dated: / /

To,

_____ (Name of the Purchaser)

_____ (Address)

Dear Sir/Madam,

Sub: Booking/Allotment of SHOWROOM/Flat No. _____ in the scheme **SHREE SIDDHESHWAR HRIDAYAM** situated on Non-Agricultural land admeasuring about 8143 SQ.MT. out of the total land bearing RS NO.249,253 OF VILLAGE **BHAYLI**, TALUKA VADODARA in the Registration District VADODARA and Sub District: VADODARA

Demarcated by its Boundaries

24 M TP ROAD to the North,

SURVEY NO 250,252 to the South,

SURVEY NO 254 to the East,

SURVEY NO 248 to the West,

We are pleased to inform you that upon considering your application and subject to the terms & conditions appearing hereinafter, "**NYALKARAN PIONEER**" (hereinafter referred to as "the Promoter") has provisionally allotted SHOWROOM/FLAT NO. _____ to you. The Carpet Area of said SHOWROOM/FLAT on _____ floor in _____ Tower, admeasuring carpet area _____ sq. mtrs. & Balcony Carpet area _____ sq. mtrs. allotted to you, aggregating is

approximately ____ Sq. Mtrs. (That is: having Built-up Area ____ Sq. mt. as per approved plans). Demarcated by its boundaries FLAT /SHOWROOM no.....

.....to the North,

.....to the South

.....to the East

.....to the west TOGETHER WITH rights and proportionate interest in the common parts, portions, areas, facilities, and amenities constructed on the Project Land with analogous rights and interest therein along with stipulated undivided interest in the Project Land. The area of undivided land share will be transferred to the respective occupants as and when decided by government in future. 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.

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 the 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 here to 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 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 @ MCRL +2% 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.

The block which is allotted to you, registered agreement for sale (without Possession) will be done only after payment of 10% of the total block value.

The said is under construction and upon completion of the construction and upon payment of total consideration payable by you a deed of conveyance/allotment will be executed in your favour

The project is registered as real estate project under the provision of the real estate (regulation and development) Act, 2016 with the real estate regulatory authority at....., bearing no..... dated.....

Please note that if any of the cheques or other instruments of payment issued by you are dishonored caused any reason whatsoever, then the Developer shall be fully entitled, at its sole discretion, to levy penal interest calculated MCLR+2% 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".

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.

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

Thanking You,
Yours sincerely,
NYALKARAN PIONEER
Authorized Signatory

For NYALKARAN PIONEER

Partner

I accept the above terms & conditions

Name of Purchaser:

Signature of Purchaser

ANNEXURE – A

PAYMENT SCHEDULE

(Payment of Balance Sale Consideration)

1. The Allottee has paid on or before execution of this agreement a sum of Rs. _____/- (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fees and hereby agreed to pay to that _____ the balance amount of Rs. _____/- (Rupees _____ only) in following manner:-
2. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 30% of the total consideration) to be paid to the _____ after the execution of Agreement.
3. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 45% of the total consideration) to be paid to the _____ on completion of the Plinth of the scheme or which in which the said Unit is located.
4. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 70% of the total consideration) to be paid to the _____

_____ on completion of the slabs including podiums and silts of the scheme or wing in which the said Unit is located.

5. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 75% of the total consideration) to be paid to the _____ on completion of the walls, internal plaster, floorings doors and windows of the said Unit.

6. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 80% of the total consideration) to be paid to the _____ on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Unit.

7. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 85% of the total consideration) to be paid to the _____ on completion of the external plumbing and external plaster, elevation, terrace with waterproofing, of the scheme or wing in which the said Unit is located.

8. Amount of Rs. _____/- (Rupees _____ only) (not exceeding 95% of the total consideration) to be paid to the _____ 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 scheme or wing in which the said Unit is located.

9. Balance Amount of Rs. _____/- (Rupees _____ only) against and at the time of handing over of the possession of the said Unit to the Allottee on or after receipt of occupancy certificate or completion certificate.

ANNEXURE - B

OTHER CHARGES TO BE PAID

(Payment of other charges towards common areas and amenities)

Details	Amount (in Rs.)	To be Paid to
Other Charges:		
Maintenance Advance	` _____/- per FLAT/SHOWROOM	
Legal Charges	` _____/- per FLAT/SHOWROOM	
Vadodara Urban Development Authority Charges / gram panchayat water charge	` _____/- per FLAT /SHOWROOM	
Society Formation Charges	` _____/- per FLAT /SHOWROOM	
Proportionate incremental contribution charge of TP scheme in future	_____/- per plotted area of FLAT/SHOWROOM	
Electricity Charges	` _____/- per FLAT/SHOWROOM	
Area Development Charges	` _____/- per FLAT/SHOWROOM	
Maintenance Deposit	` _____/- per FLAT/SHOWROOM	

In the case of levy of any development charges/GST/VAT/, Swacchh Bharat Cess, Krishi Kalyan Cess, GST and other levies, taxes & duties in future by the Statutory Authorities, the same shall be borne by the Allottee. Electricity charges, Vadodara Municipal Corporation Authority, Legal charges, Fire and General Development Charges of Rs. _____/- (equivalent to Rs. _____/- (Rupees _____ Only) per sq. ft. on super built-up area) are to be levied & in case of any

revision from Government/respective authorities in future, the same would be recovered on actual basis.

The Maintenance Advance of Rs. _____/- (equivalent to Rs. ____/- (Rupees _____ Only) per sq. ft. on super built-up area) towards maintenance of the Scheme. Maintenance Deposit of Rs. _____/- (equivalent to Rs. ____/- (Rupees _____ Only) per sq. ft. on super built-up area) shall be towards the Corpus Fund.

The above prices/payment plans are subject to revision/withdrawal at any time without notice at the sole discretion of the Promoter.

ANNEXURE - C TERMS AND CONDITIONS OF ALLOTMENT

The Sale Consideration of the Said FLAT/SHOWROOM is Rs. _____ (Rupees _____ Only). As on the date hereof the Purchaser has paid a sum of 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/SHOWROOM. The Purchaser/S 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/SHOWROOM in the manner set out in the Annexure-A mentioned here in above;

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/S with respect to the said FLAT/SHOWROOM ("Sale Deed") shall be executed by the Owner / developer.

The Purchaser/S 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 **"NYALKARAN PIONEER"** payable at VADODARA. The other payments with regard to amount towards Security Deposit, advance running maintenance, share contribution, legal charges, society admission fee, maintenance deposit, proportionate share of taxes, electricity charges, Municipal Corporation Charges/ VUDA charges / Gram panchayat charges & statutory dues etc as provided in Annexure-B hereunder shall be payable by the Purchaser/S separately by Account Payee Cheques and/or Demand Drafts and/or Pay Orders (including remittances from abroad) in favour of **"NYALKARAN PIONEER"** payable at VADODARA. The amounts mentioned in the Annexure - B hereto is indicative.

The terms and conditions mentioned herein shall stand merged into Sale Deed executed by the Developer as regards the said FLAT/SHOWROOM.

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;

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, incremental contribution charge / betterment charges for T.P. scheme 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 FLAT/SHOWROOM by the Developer or on account of change of user of the said FLAT/SHOWROOM of the Purchaser;

The Purchaser/s shall not have any right to transfer, assign or part with Purchaser's interest or benefits of the said FLAT/SHOWROOM. Upon termination of this allotment, the Purchaser shall have no right, title and interest in the said FLAT/SHOWROOM and the Developer shall be at liberty to dispose off and sell the said FLAT/SHOWROOM to such person and at such price as the Developer may in its absolute discretion think fit.