

ALLOTMENT LETTER

Date:

To,

Sub: Allotment of Flat / Apartment No. _____ in our project known as "Agam".

Dear Sir / Madam,

- 1) We have acquired development rights in respect of the property bearing Plot No. 38 out of Survey No.129, its corresponding City Survey No. 824, total admeasuring about 1166 Sq. mtrs. as per the Property Register Card out of which an area admeasuring about 999.11 sq. mtrs. situated in Ideal Colony at Mouje Kothrud, Taluka Haveli, Dist. Pune, within the limits of Pune Municipal Corporation, and within Registration Sub District Taluka - Haveli and Registration District of Pune (hereinafter referred to as the "said Property") from its owner i.e Agam Co-operative Housing Society Limited.
- 2) We have registered the said project under the provisions of Real Estate (Regulation and Development) Act, 2016 and the Real Estate Regulatory Authority has issued us Registration Certificate bearing No. _____ on _____.
- 3) You have applied for allotment of Flat No. _____ in our project known as "Agam" which is being constructed on the said property, vide application dated _____.
- 4) We have agreed to allot Flat / Apartment No. _____ admeasuring about _____ Sq. Mtrs. carpet along with attached terrace / sit-out admeasuring about _____ Sq. Mtrs., and Architectural Projections Admeasuring about _____ Sq. Mtrs. situated on _____ Floor of the building known as _____ being constructed on the said property. Your said flat will be allotted one/two covered car parking space No. _____ admeasuring about 8.18 Sq. Mtrs.

The area of the flat will be subject to variation of 3%. Carpet area on site shall differ because of skirting, POP, tiling, Plaster and you shall not object to such difference or shall not be entitled to any remuneration for such difference in carpet area.

- 5) The lump sum consideration amount agreed between us towards the said flat / apartment is Rs._____/-. We hereby acknowledge a receipt of Rs._____/-(Rupees _____ only) as earnest amount towards booking of the said flat / apartment.
- 6) It is agreed by and between us that the said allotment is provisional and you will abide by the terms and conditions of this Allotment Letter.
- 7) It is agreed by you that in case of cancellation of your allotment, we will refund you the amount till then paid by you towards consideration amount of the said flat / apartment, after deduction an amount of Rs.25,000/- from the said amount.
- 8) It is also agreed and confirmed between us that we shall execute a written Agreement for Sale in respect of the said Flat / apartment, in your favour subject to you making payment of 10% of the total consideration amount of the said Flat / Apartment (Plus applicable Stamp duty, Registration fees, GST or any other Govt. taxes as may be levied from time to time).
- 9) You have verified and satisfied about the rights, title and interest of the owners to the said property and about the Development rights acquired by us in respect of the said property and you have no objection and shall have no right to raise any objection in future regarding the same.
- 10) The Total Consideration for the said flat is Rs._____/-(Rupees _____ Only). You hereby confirm the following Payment Plan and will make the payment accordingly without any delay / default.
- (i) Rs. _____/-(Rupees _____ Only) to be paid as Earnest Money Deposit or application fee
- (ii) Rs. (Rupees) to be paid to the Promoter on the execution of Agreement.
- (iii) Rs. _____ (Rupees) 1% TDS to be paid directly to the Income Tax Authorities as per the provisions of s.194IA of Income Tax Act, 1961.
- (iv) Rs. (Rupees) to be paid to the Promoter on completion of the Plinth of the building.
- (v) Rs. (Rupees) to be paid to the Promoter on completion of the 1st slab of the building.

- (vi) Rs. (Rupees) to be paid to the Promoter on completion of the 3rd slab of the building.
- (vii) Rs. (Rupees) to be paid to the Promoter on completion of the 5th slab of the building.
- (viii) Rs. (Rupees) to be paid to the Promoter on completion of 7th slab of the building.
- (ix) Rs. (Rupees) to be paid to the Promoter on completion of the brick work of the flat.
- (x) Rs. (Rupees) to be paid to the Promoter on completion of the plaster and plumbing of the said Flat / Apartment.
- (xi) Rs. (Rupees) to be paid to the Promoter on completion of the flooring and tiling work of the said Flat / Apartment.
- (xii) Rs. (Rupees) to be paid to the Promoter on completion of the finishing work of the flat.
- (xiii) Rs...../- (Rupees) to be paid at the time of handing over of the possession of the Flat / Apartment to the Allottee on or after receipt of occupation certificate or completion certificate.

You have agreed to pay the consideration amount as agreed between us mutually.

The total consideration payable by you is excluding the amount of Stamp Duty, Registration Charges, GST and other applicable taxes, which shall be paid by you separately.

Time being essence of payment, in case of failure on your part to make payment as per the payment plan given herein below you shall be liable to pay interest @ 18% per annum on the due amount, from due date of payment till the date of actual payment.

- 11) If the Agreement is not executed within 30 days from the date of present Allotment Letter then interest @12% on the amount payable shall be charged from the date of expiry of 30 days period till the date of the agreement and/ or the allotment can be cancelled by the Promoter at its discretion. In case of cancellation of allotment to you, the amount till then paid by you shall be refunded to you after deducting an amount to Rs.25,000/-.

- 12) You have inspected and verified the Sanctioned plans and the Title documents of the said property; however, we are entitled to revise, modify the plans as required by the sanctioning authority subject to provisions of Real Estate Regulation Act, 2016.
- 13) You also confirm that until the agreement is executed, you shall not have any right, title, interest in respect of the said Flat and amount paid by you shall remain with us as interest free deposit.
- 14) You hereby also agree and confirm that an additional amount of Rs _____/- is payable by you towards advance maintenance charges for 24 months alongwith applicable GST which shall be paid by you at the time of possession of your flat/apartment.
- 15) You are requested to sign in confirmation of accepting the terms as mentioned hereinabove by subscribing your signature on this letter.

For M/s. Gokhale Promoters LLP

Promoter

Accepted and Confirmed by me /us.

Allottee/s