

## Allotment Letter

Date: \_\_\_\_\_

To,

Mr./Mrs \_\_\_\_\_,  
(insert address)

**Sub: Allotment of Flat No. \_\_\_\_\_ on the \_\_\_\_\_ floor of building/tower known as “\_\_\_\_\_” of project Yahavi (Sector OCR 9) situated on part of land admeasuring 24518.05 sq mtr bearing Gat No. 1265,1171 and 1197 of Village Lavale, Taluka Mulshi and District Pune and forming part of the larger project named “Vanaha”.**

We are developing a project known as “\_\_\_\_\_” (“**said Project**”) duly registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority bearing registration no. \_\_\_\_\_, the details of which are available on <https://maharera.mahaonline.gov.in>. The said Project forms part of the proposed larger development having multiple towers as per the approved layout, which will be undertaken in phases, which project is known as “Yahavi”

1. Pursuant to your application for allotment, we hereby agree to allot you the following flat(s) in the said Project along with certain common areas and facilities appurtenant to the said flat, on the terms and conditions as shall be detailed in the proforma Agreement for Sale, the brief details of which are as follows (“**said Application**”):

<b>Name, Address and Contact Details of Allottee(s)</b>	[●]
<b>Residential Flat No.</b>	[●]
<b>Floor</b>	[●]
<b>RERA Carpet Area</b>	[●] sq ft equivalent to _____ sq mt
<b>Appurtenant Areas</b>	[●] Balcony _____sq ft equivalent to _____ sq mt [●] Utility Area _____ sq ft equivalent to _____ sq mt
<b>Exclusive Open/Garden Area for Ground Floor Units</b>	[●] sq ft equivalent to _____ sq mt
<b>Count of Car Parking(s) reserved</b>	[●] in Multi Level Car Park
<b>Sale Consideration</b>	[●]
<b>Other Charges</b>	[●]

2. You have paid to us amount of Rs. [●]/- (Rupees [●] only) as part of the booking amount and you shall pay to us the balance amounts as per the agreed cost sheet as annexed hereto.
3. You have been informed that on receipt of Rs. [●]/- (Rupees [●] only) plus applicable stamp duty, registration charges and other requisite payments you have to execute and register the Agreement for Sale.
4. In the event you fail to make payment of any amount on or before its due date including any instalment of the Sale Consideration and/or in the event you refuses to execute and/or register the Agreement for Sale within the timelines mentioned herein, then and without prejudice to the rights and remedies available with us including the right to charge interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay in making such payment (“**Interest**”), we shall be entitled to cancel and terminate the allotment of the said flat(s). Provided that, we shall give prior written notice of 15 (fifteen) days to you of our intention to cancel and terminate the allotment setting out the breach or breaches on your part (“**said Notice**”). If you fail to rectify such breach or breaches within the said Notice period, including making payment of any outstanding dues together with accrued Interest, then we shall be entitled to cancel and terminate the allotment by issuing a written notice to you. Upon any such termination and cancellation, we shall be entitled to forfeit the amounts paid to us as agreed genuine pre-estimate of liquidated damages which you hereby agree and confirm.
5. The Sale Consideration excludes taxes (consisting of tax paid or payable by way of Goods and Services Tax i.e. GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the said Project) and/or with respect to the said flat(s) and/or this letter of allotment). It is clarified that all such taxes, levies, duties, cesses including GST and all other indirect and direct taxes, duties and impositions applicable levied by the Central/State Government and/or any other authorities/bodies on any amount payable under this letter of allotment and/or in relation to the transaction stipulated herein, shall be borne and paid by you alone and we as ‘promoter’ shall not be liable to bear or pay the same or any part thereof.
6. ICICI Home Finance Company Limited (“**ICICI Home Finance**”) has financed and is the lender for the project Yahavi (Sector OCR-9) and the development rights/assets of the aforesaid project have, inter alia, been charged/mortgaged in favor of ICICI Home Finance and any sale consideration in respect of the flats in the project is required to be deposited by customers/prospective customers directly in the designated collection account. We will obtain prior NOC of ICICI Home Finance in relation to the sale of the said flat(s) to you before execution and registration of the Agreement for Sale.
7. You agree and undertake to comply with all your obligations contained in the said Application and the proforma of the Agreement for Sale, including but not limited to payment of requisite amounts as agreed.

8. You shall pay the requisite amounts towards stamp duty, registration fees, GST, taxes and other amounts as per the said Application and the proforma of the Agreement for Sale.
9. You are requested to sign in confirmation of accepting the terms and conditions as mentioned in proforma Agreement for Sale by subscribing your signature on this letter and copy of this letter.

For **Image Realty LLP.**

I/ We Accept & Confirm

---

(Authorised Signatory)