

ALLOTMENT LETTER

To:

Date:

Name of the Purchaser

Address of the Purchaser

Re: Your Application Form dated

We refer to your Application Form dated _____ (annexed hereto) whereby you have expressed your intent that you are interested in the tentative reservation/blocking of a unit/tenement No. _____ admeasuring _____ Sq. Mtrs Carpet Area, located on _____ floor in the proposed Project known as _____ situate at _____ description whereof is provided in Annexure "A" annexed to the Application Form.

We have considered the Application Form and hereby state that we are agreeable to concur to your aforesaid request subject to the Annexures attached to the Application Form and such further terms and conditions related to the allotment as mentioned to you from time to time.

Yours faithfully,

Promoter



APPLICATION FORM

Dear Sir/s,

We/I, _____ and _____ (“**the Applicant/s**”), are interested in tentative reserving / blocking a unit/tenement No. _____ admeasuring _____ Sq. Mtrs Carpet, located on _____ floor in the proposed Project known as _____ situate at _____, description whereof is provided in **Annexure “A”** annexed hereto.

We/I have been furnished with the ‘Price List-cum-Payment Schedule’ annexed hereto and marked with as **Annexure “B”**. I have read and understood the same and agree to making payment in accordance thereof.

We/I have duly filled the **Annexure “C”** annexed hereto which contains inter-alia our/my particulars, details of the preferred unit/tenement and details of the amount paid by us as “Token Amount” at the time of submitting this Application.

We/I been provided with the terms and conditions which have been annexed hereto and marked as **Annexure “D”**. I have read and understood the same. I clearly and unambiguously understand that this Application Form is only a request letter by me/us to you expressing my intent to tentative reserve/block a unit/tenement in the proposed Project and that payment of the Token Amount is only for the purpose of expressing my bonafide interest and no right of any nature whatsoever is created in my favour by reason of submission of this Application Form or by reason of me/us tendering the Token Amount.

ANNEXURE “A”

(Proposed Project Details)

Sr. No.	Details	
1.	Name of the Project	
2.	Location of the Project	
3.	Description of Project Land:	
	• Survey Nos. of the lands covered under the Project	
	• Aggregate Area of the Project Land	

ANNEXURE “B”

(Price List-cum-Payment Schedule)

It may be noted that the time period for payment is the essence of the contract

ANNEXURE “C”

Details of the Applicant/s

1. Name of Sole/First Applicant : _____
2. Address of the First Applicant : _____

3. Name of Second Applicant : _____
4. Address of the First Applicant : _____

5. Details of Preferred Unit :

- (i) Floor: _____ to _____
- (ii) Area : _____ to _____ sq.ft carpet area

6. The following documents are being submitted by the Applicant/s at the time of submitting this application:

Sr. No.	Documents required	Whether provided by Applicant/s
		☐ Yes ☐ No

7. Details of Token Amount:

(i) Amount: Rs. _____ (Rupees _____
_____)

(ii) Cheque/Demand Draft/RTGS bearing No. _____
_____ dated _____ drawn on the
_____ Bank payable at _____.

8. The details of Bank A/C of the Applicant/s, in which the Token Amount, can be deposited, in the eventuality of refund:

- Name and branch of the Bank of Applicant

- Saving/Current A/C _____
- A/C NO. _____
- Branch code No. _____
- Any other details
Required for RTGS _____

We/I declare and undertake that:

- a. All the above information provided by us/me is/are true to the best of our/my knowledge and nothing has been concealed or suppressed;
- b. We/I shall inform you of any changes to the above information and particulars furnished by me/us;
- c. We/I have fully read and understood the “Terms and Conditions” annexed hereto and agree to be bound by them;
- d. We/I have also read and understood the Area, Price and Payment terms as set out in the Price List-cum-Payment Schedule annexed hereto;

- e. We/I have sought detailed, complete explanations and clarifications and after giving careful consideration to all facts, terms, conditions and representations made and we/I have signed this Application Form and tendered the cheque for the Token Amount being fully conscious of my/our liabilities and obligations.

ANNEXURE “D”

Terms and Conditions

(As per Maharashtra Ownership Flats (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 read with the Real Estate (Regulation and Development) Act, 2016)

The Application:

1. This Application has been submitted by the Applicant/s for the same to be treated as a request for the tentative reserving /blocking of unit/tenement in the proposed Project. This Application per se shall not at any point in time be considered as an allotment or agreement to sell by itself. No right or interest of any nature whatsoever has been created in favour of the Applicant/s in respect of any unit / specific unit in the proposed Project by virtue of this Application.
2. The Applicant(s) has/have submitted the Application with full knowledge of the laws, notifications, rules and regulations applicable to the proposed Project and being fully satisfied about the interest of _____ (**“the Promoter”**) in the Project.
3. The Promoter shall be entitled to either accept or reject the application without assigning any reason whatsoever. It is however clarified that en-cashing the Token Amount shall not amount to acceptance of this Application by the Promoter.
4. In the event of non-acceptance of the application by the Promoter, the Token Amount shall be refunded without any liability towards costs, damages and/or interest.

5. Application remaining incomplete or deficient in any respect and/or not accompanied by the required remittance or required documentary evidence will be liable to be rejected. In the event of any false information being furnished by the Applicant/s, the Application shall be liable to be rejected.

The Consideration

1. The consideration amount shall be payable in the manner as enumerated in Price List-cum-Payment Schedule annexed as Annexure “B” attached hereinabove.
2. It is clarified that the Service Tax, VAT, GST and any other taxes which may be imposed by the State Government/Central Government shall be borne and paid by the Applicant/s to the Promoter, by separate cheques as and when demanded.
3. In addition to the aforesaid, stamp duty, scanning charges, service fees, registration charges and any other charges and/or statutory government charges /taxes whichever are applicable and payable on the the Agreement for Sale and/or any other subsequent document concerning the sale of the said unit shall be borne and paid by the Applicant/s alone.
4. All cheques/DD should be issued favouring _____ payable at Pune. The Applicant/s shall mention his/her/their name, Wing and unit/tenement number applied for behind the cheques/DD. The payments made by cheques are subject to realization.

The Layout and Plan

1. Changes to the current plan by adding an additional structure, adding floors, location of amenities, amalgamating the property with an adjacent property or properties etc. shall be made at our sole discretion in conformity with the laws prevalent at the time of the development.
2. The Promoter is at absolute liberty to carry out the work of construction on the basis of the present approved plans and /or on the basis of such amended plans as may be submitted and approved as per the Promoter's discretion.
3. It has been disclosed to the Applicant/s that the development envisaged herein is a part of entire Project. The project layout as shown to the Applicant is subject to change as per the prevailing policies and amendment in plans and layout during the course of the whole development.
4. The Applicant/s further agree/s and confirms that if in the event of any major alterations/s / modification/s of the said building plans resulting in any increase/decrease in the carpet area of the said unit/tenement due to alterations in the layout plan /building plans, due to any technical reasons, site conditions or any other reasons, in that event such increase/decrease shall be acceptable to the Applicant/s and the Applicant/s shall not raise any objections to the same. If in the event, the carpet area of the said unit/tenement increases/decreases, then the sale consideration will be adjusted accordingly.

Termination

1. The Parties shall pay the due amount within a period of 30 days from the date of this Application. The Agreement for sale shall be registered within 7 days from intimation /call from the Promoter/Developer.

2. In case if the Applicant/s fails to make payment of due amount of within 30 (thirty) days from the date of the Application Form, then in that event the Promoter shall at its sole discretion be entitled to reject / cancel the Application Form. In such an event the Promoter shall be entitled to forfeit such amount as it may deem fit and proper, at its sole discretion, which amount shall not exceed 2% of the total consideration amount and refund the balance if any to the Applicant/s within a period of 7 (seven) working days from the date of rejection / cancellation. The Applicant shall accept such forfeiture and shall not raise any dispute or objection thereto.
3. In case if the Parties are unable to execute the Agreement for Sale and/or any other mutually agreed definitive document on account of any delay on the part of the Applicant/s, then in that event this Application Form shall stand automatically cancelled / rejected / rescinded and the Promoter shall be entitled to forfeit such amount as it may deem fit and proper, at its sole discretion, which amount shall not exceed 2% of the total consideration amount and refund the balance if any to the Applicant/s within a period of 7 (seven) working days from the date of expiry of the stipulated period of 30 (thirty) days. The Applicant shall accept such forfeiture and shall not raise any dispute or objection thereto.
4. Due to any operation of law or any statutory order or otherwise, if a portion of the proposed Project or the entire proposed Project is discontinued or modified resulting in major variations, then in that event the Application Form shall stand automatically cancelled / rejected / rescinded and the Promoter shall refund the Token Amount, without interest, to the Applicant/s within a period of 7 (seven) working days from the date of expiry of the stipulated period of 30 (thirty) days. However, in such a case, the Applicant/s shall be at liberty to accept the variations and continue with its interest in the Project.

5. If any of the cheques of the Applicant/s are dishonoured for any reason whatsoever, the Promoter shall be fully entitled to reject the Application. On rejection, Promoter shall be entitled to forfeit such amount as it may deem fit and proper, at its sole discretion, which amount shall not exceed 2% of the total consideration amount and refund the balance if any to the Applicant/s within a period of 7 (seven) working days from the date of rejection. The Applicant shall accept such forfeiture and shall not raise any dispute or objection thereto.
6. In the event of cancellation / rejection of the Application, the Applicant/s shall only have the right to recover the balance Amount remaining if any without interest from the Promoter after forfeiture of such amount as the Promoter may deem fit and proper, at its sole discretion, which amount shall not exceed 2% of the total consideration amount and the Applicant/s shall not have any other right, title and/or interest in the Unit/ tenements and/or the proposed Project and shall not make any claim and/or raise any dispute against the Promoter in any manner whatsoever. Upon cancellation/rejection, the Promoter shall have the full right and liberty to dispose off / allot the said unit/tenement to any third person and the Applicant undertakes not to raise any objection/claim in this regard.
7. It is clarified that in the event this Application is cancelled or rejected on account of any default on the part of the Applicant/s then in that event the balance Amount remaining if any, shall be refunded without any interest thereon after forfeiture of such amount as the Promoter may deem fit and proper, at its sole discretion, which amount shall not exceed 2% of the total consideration amount.

Miscellaneous

1. None of the rights hereinabove contained shall be considered waived in the event the Promoter does not enforce the same within the given time frame.
2. All notices to be served by the Applicant/s upon the Promoter shall be deemed to have been duly served if sent by Registered Post A.D. at the address mentioned on this Letterhead.
3. All notices to be served by the Promoter upon the Applicant/s shall be deemed to have been duly served if sent by Registered Post A.D. at the address as provided by the Applicant/s herein above.
4. The Applicant undertakes not to assign transferor sale to any third party, his/her/their rights under this Application at any time.
5. The Applicant is fully conscious that it is not incumbent on the part of the Promoter to send reminders/notices in respect of their obligations asset out in this Application including but not limited to their obligation to pay the amounts due to the Promoter.
6. All declarations and representations made herein with respect to area are in consonance with the definition of 'carpet area' as provided by the Real Estate (Regulation of Development) Act, 2016.
7. In the event the present Application is withdrawn or rejected, for the reasons stated hereinabove, the Promoter shall refund the balance Amount remaining if any without any interest after forfeiture of such amount as the Promoter may deem fit and proper, at its sole discretion, which amount shall not exceed 2% of the total consideration amount, to the Applicant/s by transferring the same to the bank account of the

Applicant/s, details whereof shall be provided in Annexure C annexed hereto. The Applicant shall accept such forfeiture and shall not raise any dispute or objection thereto.

8. Provisions relating to the cancellation, refund and charging of interest shall be recorded in the Agreement for Sale and the same shall be binding on the Parties.