

## **ALLOTMENT LETTER**

Date:

To,

1. Name : .....  
Age : .....  
Address: .....  
PAN No: .....  
Mobile No. ....  
E Mail : .....
  
2. Name : .....  
Age : .....  
Address: .....  
PAN No: .....  
Mobile No. ....  
E Mail : .....

Sub: Your request for allotment of a Unit in the Project known as **"GAGAN MYRA"** having MAHA-RERA Registration No. ....

Sir/ Madam,

### **1. Allotment of the said Unit:**

With reference to your request for allotment of a Unit in our Project known as "GAGAN MYRA" we have pleasure to inform that you have been allotted a Unit (Residential Flat) admeasuring \_\_\_\_\_ sq.mtrs. carpet area [as defined under Section 2(k) of the Real Estate (Regulation & Development) Act, 2016] bearing No. \_\_\_\_\_ situate on the \_\_\_\_\_ Floor of Wing "\_\_\_\_" of the said Project known as "GAGAN MYRA" having MAHA-RERA Registration No. \_\_\_\_\_ under construction by us on a portion admeasuring 6548.04 sq.mtrs. (inclusive of the Open Space therein) out of the land admeasuring Hectares 01=37 Ares bearing Survey No.18 Hissa No.2A/4/1 (earlier bearing Survey No.18 Hissa No.2/2+3+4/1) situate at Village Kondwa Budruk, Taluka Haveli, District Pune and within the limits of the Municipal Corporation of Pune TOGETHER WITH the Enclosed Balcony admeasuring \_\_\_\_\_ sq.mtrs. appurtenant to the said Flat AND FURTHER TOGETHER WITH the Open Balcony at eye-level admeasuring \_\_\_\_\_ sq.mtrs. appurtenant to the said Flat at or for the mutually agreed total lumpsum consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) The above price does not include expenses for Stamp Duty, Registration Fees and Charges, Goods & Services Tax (GST), Infrastructure Charges and Maintenance Charges. Allotment of the said Unit in your favour is expressly subject to the terms and conditions set out in **Annexure "A"**.

### **2. Allotment of Parking Space:**

Further we have the pleasure to inform you that you have been allotted along with the said Unit, \_\_\_\_\_ covered Car Parking Space/s bearing Nos. \_\_\_\_\_ situate in the \_\_\_\_\_ Basement Level of the said Project on the terms and conditions as shall be enumerated in the Agreement for Sale to be entered into between ourselves and yourselves.

### **3. Receipt of Part Consideration:**

We confirm to have received from you an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) being \_\_\_\_\_% of the total consideration value of the said

Unit as booking amount / advance payment on \_\_\_\_\_, via mode of Payment – \_\_\_\_\_.

**4. Disclosures of information:** We have made available to you the following information namely:-

- i) The sanctioned plans, layout plans, along with specifications, approved by the competent authority are displayed at the Project site and has also been uploaded on this Project's profile page on the MAHA-RERA website.
- ii) The stage wise time schedule of completion of the Project, including the provisions for civic infrastructure like water, sanitation and electricity is as stated in **Annexure "B"** attached herewith.
- iii) The website address of MAHA-RERA is <https://maharera.mahaonline.gov.in>

**5. Encumbrance:**

We hereby confirm that the said Unit is free from all encumbrances and we hereby further confirm that no encumbrances shall be created on the said Unit hereafter.

**6. Further Payment:**

Further payment towards the consideration of the said Unit as well as of the covered Car Parking Space(s) appurtenant thereto shall be made by you, in the manner and at the times as well as on the terms and conditions as more specifically enumerated / stated in the Agreement for Sale to be entered into between ourselves and yourselves, a proforma of which is annexed hereto as mentioned hereinbelow.

**7. Possession:**

The said Unit along with the covered Car Parking Spaces(s) appurtenant thereto shall be handed over to you on or before \_\_\_\_\_ subject to the full payment of the consideration amount of the said Unit as well as of the said covered Car Parking Space(s) in the manner and at the times as well as per the terms and conditions as more specifically enumerated / stated in the Agreement for Sale to be entered into between ourselves and yourselves.

**8. Interest Payment:**

In case of delay in making any payments, you shall be liable to pay interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate Plus two Percent

**9. Cancellation of allotment:**

i. In case you desire to cancel the booking an amount mentioned in the Table hereunder written would be deducted and the balance amount due and payable shall be refunded to you without interest within 45 days from the date of receipt of your letter requesting to cancel the said booking

Sr.No	If the letter requesting to cancel the booking is received	Amount to be deducted
1.	Within 15 days from issuance of this allotment letter	Nil
2.	Within 16 to 30 days from issuance of this allotment letter	1% of the cost of the said Unit
3.	Within 31 to 60 days from issuance of this allotment letter	1.5% of the cost of the said Unit

4.	After 61 days from issuance of this allotment letter	2% of the cost of the said Unit
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ii. In the event the amount due and payable referred to in Clause 9 (i) above is not refunded within 45 days from the date of receipt of your letter requesting to cancel the said booking, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

**10. Other payments:**

You shall make the payment of GST, Stamp Duty and Registration Charges as applicable and such other payments as more specifically mentioned in the Agreement for Sale, the proforma whereof is enclosed herewith as mentioned hereinbelow.

**11. Proforma of the Agreement for Sale and binding effect:**

The proforma of the Agreement for Sale to be entered into between ourselves and yourselves is annexed hereto as **Annexure "C"** for your ready reference. Forwarding the proforma of the Agreement for Sale does not create a binding obligation on either ourselves and yourselves until compliance by yourselves of the mandate as stated in Clause 12 below.

**12. Execution and registration of the Agreement for Sale:**

- i) You shall execute the Agreement for Sale and take steps for having the same duly franked with the proper Stamp Duty payable in respect thereof and appear for registration of the same before the concerned Sub-Registrar within a period of 2 months from the date of issuance of this letter or within such period as may be communicated to you. The said period of 2 months can be further extended on our mutual understanding.
- ii) If you fail to execute the Agreement for Sale and appear for registration of the same before the concerned Sub-Registrar within the stipulated period of 2 months from the date of issuance of this letter or within such period as may be communicated by us to you, we shall be entitled to serve upon you a notice calling upon you to execute the Agreement for Sale and appear for registration of the same within 15 (Fifteen) days, which if not complied, we shall be entitled to cancel this allotment letter and further I shall be entitled to forfeit an amount not exceeding 2% of the cost of the said Unit and the balance amount if any due and payable shall be refunded without interest within 45 days from the date of expiry of the notice period.
- iii) In the event the balance amount due and payable referred in Clause 12 (ii) above is not refunded within 45 days from the date of expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

**13. Validity of Allotment Letter:**

This Allotment Letter shall not be construed to limit your rights and interest upon execution and registration of the Agreement for Sale between ourselves and yourselves. Cancellation of allotment of the said Unit thereafter shall be covered by the terms and conditions of the said Agreement for Sale after execution and registration thereof.

**14. Headings:**

Headings are inserted for convenience only and shall not affect the construction of the various Clauses of this allotment letter.

15. Kindly sign a copy of this Letter and return the same to us in token of your having confirmed the contents hereof.

Signature \_\_\_\_\_  
Name \_\_\_\_\_, Partner  
GAGAN GALAXY REALTY LLP  
Email id \_\_\_\_\_  
Place: \_\_\_\_\_

**Confirmation and Acknowledgement**

I / We have read and understood the contents of this Allotment Letter and the Annexures hereto. I / We hereby accept and agree with the terms and conditions as stipulated in this Allotment Letter.

Signature: \_\_\_\_\_  
Name: \_\_\_\_\_

(Allottee/s)

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

**ANNEXURE "A"**  
**(Terms and Conditions)**

1. The amounts payable towards GST shall be as per today's applicable rates. You shall bear and pay any change in such taxes or duties from time to time as applicable or any other charges levied by Government in future before or after taking possession of the Unit.
2. Payment should be made within 15 (Fifteen) Days from the date of demand.
3. The Stamp Duty and Registration Charges should be paid at least 3 (Three) Days in advance before registration of Agreement for Sale in respect of the said Unit is due.
4. Transfer or Sale or Assignment of the said Unit and/or the benefit factor of this allotment letter is not allowed till full payment of purchase price and other charges is done by you and possession is taken.
5. You shall have to complete the Housing Loan formalities and obtain Sanction Letter before registration of Agreement for Sale. We will not be held responsible if there is delay in loan disbursement.
6. All disputes shall be referred to Conciliation under the provisions of the Real Estate (Regulation and Development) Act, 2016 and shall also be subject to the jurisdiction of the Courts of Pune.

7. Kindly pay all amounts towards Unit purchase price / GST by Cheques / Pay Orders / Demand Drafts in the name of "\_\_\_\_\_ " payable at Pune or via Wire Transfers on details below:-

Bank Name & Branch :  
Current Account No :  
IFS Code :  
MICR Code :

8. Kindly pay Stamp Duty and Registration Charges by Cheques / Pay Orders / Demand Drafts in the name of "\_\_\_\_\_ " payable at Pune or via Wire Transfers on details below:-

Bank Name & Branch :  
Current Account No :  
IFS Code :  
MICR Code :

**ANNEXURE "B"**  
(Stage wise time schedule for completion of Project)

Sr.No.	Stages	Date of Completion
1.	Excavation	
2.	Basement	
3.	Parking Floors	
4.	Stilt Level	
5.	Slabs of Super Structure	
6.	Internal walls, internal plaster, completion of flooring, doors and windows	
7.	Sanitary, electrical and water supply fittings in units	
8.	Staircases, lift wells and lobbies at each Floor Level	
9.	Overhead and Underground water tanks	
10.	External plumbing and external plaster, elevation and completion of terraces with waterproofing	
11.	Installation of lifts, water pumps, firefighting fittings and equipment, electrical fittings, mechanical equipment, finishing to entrance lobbies, plinth protection, paving of areas appurtenant to Building, compound wall and other requirements as may be required to complete Project as per specifications in Agreement for Sale	
12.	Internal Roads, footpaths and lighting	
13.	Water supply	
14.	Sewerage (chamber lines, sceptic tank, etc)	
15.	Storm water drains	

16.	Treatment and disposal of sewage and sullage water	
17.	Solid waste management and disposal	
18.	Water conservation / rain water harvesting	
19.	Electrical meter room, sub-station, receiving station	

**ANNEXURE "C"**  
**(Proforma Agreement for Sale)**