

“SANGHAVI DEVELOPERS”

Through its Proprietor : **Mr. Sanjay Walchand Sanghavi**

Mobile No. 9822459289

office at Shop No. 10/11, Sanghavi Heights, Bhigwan Road, Baramati,

Tal – Baramati, Dist- Pune

Date:/...../2018

LETTER OF ALLOTMENT

To,

Mr. _____

R/a- _____

Sub: Allotment of Residential Unit/ Apartment /**Flat / Shop / Store**
No. ____, in Wing ‘A’/ Wing ‘B’ in the Building known as
“**DHALE SANGHAVI ICON**” in _____ project Forever,
situated at N.A. Plot No. 2 (Two), admeasuring 2143.74 sq.mtrs out of
Gat No. 171/7/2 of Jalochi, Tal-Baramati, Dist-Pune which has been
now included within the jurisdiction of Baramati Municipal Council,
Baramati, Dist- Pune Pin 413102.

We thank you for your Application dated _____ bearing No.
_____ (“Application Form”) addressed to “**SANGHAVI**
DEVELOPERS” and for the payments required for the purpose of
allotment of your chosen Apartment/ Flat No. _____ for residence/ shop/
store No. _____in the Wing-‘A’ / Wing – ‘B’ in the building known as
‘**DHALE SANGHAVI ICON**’. It is indeed our pleasure to inform you that
the Unit/ Apartment/ Flat / Shop/ Store booked by you via the aforementioned
Application Form and provisionally allotted to you is now being finalized
subject to the terms and conditions as stated in the Application Form and
hereunder.

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The details of the Unit allotted thereto are as under:

Name of Allottee (s)	PRIMARY APPLICANT’S FULL NAME
	JOINT APPLICANT’S FULL NAME
Unit No.	
Name of Building	
Floor No.	
Type of Unit	
Email ID of the Allottee(s)	
Mobile Nos	
Address	Address of Allottee(s)
	Address Line 1
	Address Line 2
	Address Line 3
Carpet Area	
Area in sq. meters	
No. of Car Parking(s) allotted	
Consideration Value	INR Amount/-

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Terms and Conditions:

- 1) Upon issuance of this Letter of Allotment, the Allottee shall be liable to pay the aforesaid Consideration Value together with the applicable government taxes and levies as per the Schedule of Payments specified in Annexure “A” hereunder, time being of the essence.
- 2) The agreed consideration amount and all other Deposits and Charges to be paid by you to us are set out in Annexure "B" hereto annexed.
- 3) The sale of the said Flat / Shop/ Store with its appurtenances by us to you will be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations framed thereunder and the sale of the said Flat / Shop/ Store shall also be subject to and on the terms of the proforma Agreement for Sale being employed by us for sale of Flats / Shop/ Store in the said Project. Such proforma Agreement for Sale has been uploaded by us on our Profile Page in the Website of the Maharashtra Real Estate Regulatory Authority. Subject to the above, we set out certain of the principal terms and conditions of such sale in Annexure -C hereto annexed.
- 4) The said Flat/ Shop/ Store and the Building in which the same is housed shall be constructed as per the specifications and shall be provided with the Amenities which are set out in Annexure "D" hereto annexed.
- 5) Customer Information Form attached herewith as Annexure-'E'.
- 6) You shall take steps for having the Agreement for Sale in respect of the said Flat/ Shop/ Store proposed to be executed by us in your favour duly franked with the proper Stamp Duty payable in respect thereof and join us in the execution and registration of an Agreement for Sale in respect of the said Flat / Shop/ Store and its appurtenances within a period of _____ days of the date of issuance of this Provisional Allotment Letter by us in your favour failing which such Provisional allotment of the said Flat / Shop/ Store in your favour shall stand cancelled and you shall have no claim or grievance against us.

7) The Allottee shall, in relation to the Unit/ Apartment/ Flat/ Shop/ Store, make next payments to the 'SANGHAVI DEVELOPERS' from his own bank account only and not from and through the Bank accounts of any third parties. The Allottee alone shall be responsible and liable in relation to the payments made by any third parties. Notwithstanding therefrom said, the receipts for the payments made in relation to the Unit/ Apartment/ Flat/ Shop/ Store shall be issued in favour of the Allottee only.

8) The Allottee agrees and undertakes to be bound by and perform all the obligations and the terms and conditions contained in the Application Form and this Letter of Allotment, including timely payment of amounts stated hereunder.

9) In the event the Allottee fails or neglects to comply with any of his obligations under the Application Form/ Letter of Allotment, including (but not limited to) making payment of all due amounts as per Schedule of Payments stated in Annexure "A" hereto (and interest thereon, if any) or seeks to withdraw or cancel the Letter of Allotment /Agreement to Sell in respect of the Unit/ Apartment/ Flat/ Shop/ Store, the Allottee shall be deemed to be in default. In the event of such default, the 'SANGHAVI DEVELOPERS' shall issue notice to the Allottee of such default and the Allottee shall be provided with a further period of 15 days from the date of such notice to cure the said default. In the event the Allottee fails to cure such default within 15 days from the date of notice of such default (or such default is not capable of being cured), the 'SANGHAVI DEVELOPERS' shall have the option to cancel the allotment of the Unit/ Apartment/ Flat/ Shop/ Store, by sending a termination letter by RPAD / Speed Post/ e-mail. On such termination, the following shall apply:

a) The allotment/booking/Agreement to Sell for the Unit/ Apartment/ Flat / Shop/ Store (s) shall stand immediately terminated and the Allottee shall have no right whatsoever with respect to the Unit/ Apartment/ Flat/ Shop/ Store (s), save and except the right to receive Refund Amount as per (b) below.

b) All amounts paid to the 'SANGHAVI DEVELOPERS' by the Allottee towards Consideration Value or part thereof (excluding interest and taxes thereon) after deducting therefrom the Liquidated Damages amounting to 10% of the Total Consideration ("Refund Amount") shall be refunded. The payment On the Letter Head of 'SANGHAVI DEVELOPERS' of the Refund

Amount shall be subject to and after deducting thereon tax at source and/or other applicable government levies and taxes. For sake of clarity, the interest and/or taxes paid on the Consideration Value shall not be refunded upon such cancellation/termination. In the event, the amounts paid by the Allottee towards Consideration Value is less than the Liquidated Damages, the Allottee shall be liable and agrees to pay to the 'SANGHAVI DEVELOPERS' the deficit amount of Liquidated Damages.

c) The payment of Refund Amount shall be made through PDCs in 12 equal monthly instalments. The first such monthly instalment shall commence from the 13th month of the date of the letter of termination. The Allottee shall collect the said cheques at any time from the 'SANGHAVI DEVELOPERS' after giving advance notice in writing of at least 3 working days.

10) All overdue payments shall attract interest at 18% p.a., quarterly compounded, from the dates they fall due till realization. It is clarified that payment of such interest shall be without prejudice to the other rights and remedies available to the 'SANGHAVI DEVELOPERS', including the right to cancel/terminate the allotment and/or claim losses/damages incurred or suffered in that regard.

11) The Consideration Value is free of any escalation, provided that in case the cost of inputs increase by more than 10% of the average cost of inputs estimated to be prevailing on the date of start of construction of the Wing/Building, then the Consideration Value shall stand increased by an additional amount equal to quantum of the increase in cost of inputs beyond the said escalation of 10%. The average cost of inputs shall be calculated using the Input Price Index of Construction Material and Labour Costs. It is however clarified that, irrespective of the quantum of increase in input costs, the maximum additional amount payable on account of this factor shall not exceed 4.99% of the Consideration Value. It is also clarified that the Consideration Value shall not stand reduced below the amount(s) stated herein under any circumstances. The said applicable quantum of increase in input costs shall be certified by the Chartered Accountant of the 'SANGHAVI DEVELOPERS' and the Purchaser agrees that such calculation shall be binding on him and waives any right to raise a dispute in this regard.

12) The 'SANGHAVI DEVELOPERS' shall endeavour to make available the Unit/ Apartment/ Flat / Shop/ Store for Possession (for fit outs) by 30TH July 2018 ["Date of Offer of Possession (for Fit Outs)"] (with a grace period of 18 (eighteen) months), subject to the Allottee not being in breach of any of the terms of the Application Form/Letter of Allotment/ Agreement to Sell. In the event of any force On the Letter Head of 'SANGHAVI DEVELOPERS' majeure situations (including but not limited to inordinate delay in issuance of NOCs/ connections/ approvals/ licenses from the competent local authorities and/or judicial or regulatory orders), the date of such possession for fit outs shall stand extended accordingly.

13) The Unit/ Apartment/ Flat / Shop/ Store (s) cannot be let, sublet, re-sold or transferred to any third party by the Allottee till all amounts in relation to the Unit have been received by the 'SANGHAVI DEVELOPERS' and the Allottee has taken possession of the Unit.

14) The Allottee agrees not to do or omit to do any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project/Building or the 'SANGHAVI DEVELOPERS' or its associates or its representatives. In the event, the Allottee does or omits to do any such act, deed or thing then it shall constitute an event of default and the 'SANGHAVI DEVELOPERS' shall be entitled to proceed as per the provisions of this Allotment Letter.

15) The Allottee hereby agrees that the 'SANGHAVI DEVELOPERS' shall be entitled to recover / set off / adjust from the amounts if any, payable by the Allottee to the 'SANGHAVI DEVELOPERS' including the Consideration Value, the Society and Other Charges, interest and /or Liquidated Damages. The Allottee agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Allottee, in that regard, shall be deemed to have been waived.

16) This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at **Baramati, Dist-Pune** alone shall have exclusive jurisdiction over all matters arising out of or relating to this Letter of Allotment. Any dispute shall be settled by a sole arbitrator appointed by the 'SANGHAVI DEVELOPERS' and the arbitration

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shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Our Customer Relationship Management team can be contacted for any queries or assistance on the following coordinates:

Direct line: (02112) 224569.

Email: sssanghavis21@gmail.com

I would like to take this opportunity to thank you for the trust that you have reposed in the our 'SANGHAVI DEVELOPERS' and assure you of your best services at all times.

Warm Regards,

For 'SANGHAVI DEVELOPERS' Name

(Authorized Signatory)

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ANNEXURE - A

Stages / Payment Schedule

10% of the total consideration.	At the time of booking
20% of the total consideration	At the time of Agreement.
15% of the total consideration	On completion of the plinth of the building or wing.
05% of the total consideration	On completion of the First slab of the building or wing.
05% of the total consideration	On completion of the Second slab of the building or wing.
05% of the total consideration	On completion of the Third slab of the building or wing.
05% of the total consideration	On completion of the Fourth slab of the building or wing.
05% of the total consideration	On completion of the Fifth slab of the building or wing.
05% of the total consideration	On completion of Walls, Internal Plaster, Floorings, Doors and Windows of the said Apartment.
05% of the total consideration	On completion of the sanitary fittings, staircases, lift, walls, lobbies.

05% of the total consideration	On completion of the external plumbing, external plaster, elevation, terraces with water proofing of the building or wing
15% of the total consideration	On completion of lifts, water pumps, electrical fittings, Electromechanical and environment requirements, entrance lobby, plinth protection, paving of areas appertain and all other requirements as my be prescribed in the agreement of sell
05% balance amount	At the time of handing over of the Possession of the Apartment to the Allottee on or after receipt of the Occupancy certificate/ Completion Certificate.

Notes:

- This Schedule is a list of payment/construction slabs and is not in any particular sequence. Construction activities like block work etc. may be carried out in tandem with earlier slabs than stated and hence, the demand too may be generated earlier than above.
- Registration of Agreement to sell (Stamp Duty, GST & Registration charges apply) to be completed immediately after payment of Booking Amount II and before the next instalment as per the Schedule of Payments is due. The ‘SANGHAVI DEVELOPERS’ reserves its right not to accept any payment over the Booking Amount II till such time that the Agreement to Sell is registered and any delay in payment on this account shall be deemed to be delay on account of the Purchaser.

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- All applicable Government Taxes and Levies including Service Tax, MVAT/ GST shall be payable as and when demanded by the ‘SANGHAVI DEVELOPERS’.
- The Consideration Value paid by the Allottee to the ‘SANGHAVI DEVELOPERS’ shall be appropriated firstly towards any cheque bounce charges or any other administrative expenses, then interest and costs and expenses and lastly towards outstanding dues in respect of the Unit/ Apartment/ Flat/ Shop/ Store.
- In the event the Allottee approaches a bank/financial institution for availing a loan, any delay by such bank/financial institution in making the payment as per Annexure “A” above shall attract interest at 18% per annum from the date they fall due till realization of payment and shall constitute an event of default. In such event, the Refund Amount, if any, shall be paid by the ‘SANGHAVI DEVELOPERS’ to the bank/financial institution of the Allottee.

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ANNEXURE- B

SOCIETY AND OTHER CHARGES

- I. Provisional Common Annual Maintenance Charges (payable on or before the Date of Offer of Possession (for Fit Outs)):
 - a) Rs. _____/- (Rupees _____ only) towards provisional Building CAM charges for a period of _____ months from Date of Offer of Possession (for Fit Outs).
- II. Provisional Property Tax (payable on or before the Date of Offer of Possession (for Fit Outs)):

Rs. _____/- (Rupees _____ only) as an advance towards provisional Property Tax in respect of the Unit/ Apartment/ Flat for a period of [.....] months from Date of Offer of Possession (for Fit Outs).
- III. Electricity Deposit Reimbursement (payable on or before the Date of Offer of Possession (for Fit outs)):

Rs. _____/- (Rupees _____ only) towards provisional amount of reimbursement of deposit paid to Electricity Supply ‘SANGHAVI DEVELOPERS’ on Allottees behalf. The benefit of the said deposit shall stand transferred to the Allottee when meter is transferred to Allottee’s name.
- IV. Building Protection Deposit (payable on or before the Date of Offer of Possession (for Fit outs)):

Undated cheque of Rs. _____/- (Rupees _____ only) towards Building Protection Deposit, which shall be encashed only if there is violation of guidelines in respect of execution of fit outs/interior works.
- V. Other Charges (payable on or before the Date of Offer of Possession (for Fit outs)):

Towards Amount (Rs.) Administrative Charges Rs. _____/- Legal Charges Rs. _____/- Utility connection & related expenses Rs. _____/- Piped Gas connection & related expenses (if applicable) Rs. _____/- *GST and any other government levies shall be extra as applicable.

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ANNEXURE - C

***TERMS AND CONDITIONS ***

- 1) The amounts of Goods and Service Tax, Stamp Duty, Registration Fees shown in Annexure “B” are per today’s applicable rates. The Allottee/s shall be 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 Flat/ Shop/ Store.
- 2) Payment should be made within 15 days from the date of demand by Cheque and/or Demand Draft only.
- 3) Interest will be levied @ 12% for the delayed due payment.
- 4) The Stamp Duty, Registration Fees and Registration Charges should be paid three days in advance before Registration of Unit Agreement.
- 5) The Allottee/s has understood the plans and specifications of the Flat.
- 6) The Allottee/s cancel the booking before agreement, the Promoter shall deduct the 10% amount while refunding.
- 7) The Allottee/s agreed to pay interest free security deposit (refundable after 5 years from the possession) before taking possession of the apartment/flat towards indemnity in case of any damages or liabilities from the date of the possession.
- 8) Transfer or Sale of the Flat/ Shop/ Store is not allowed till full Flat Cost and other charges are paid and possession is taken.
- 9) The Allottee/s has to complete the housing loan formalities and shall obtain Sanction letter before registration of Agreement to Sale. We will not be held responsible if there is delay in loan disbursement and any delay beyond 30 days, interest @12% p.a. will be charged from the Allottee/s.
- 10) The draft copy of Agreement to Sale is kept in the office for your reference.
- 11) All disputes shall be settled through the adjudicating officer under the Act mentioned in Clause 30 of Agreement to Sale.
- 12) Kindly pay all amounts towards Agreement Cost /GST by Cheques/Pay Orders/Demand drafts in the name of “SANGHAVI DEVELOPERS” payable at Baramati, Dist- Pune.

Bank Details :

Current Account No :

IFS Code :.....

MICR Code :

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ANNEXURE- D

- 1) R.C.C. framed structure.
- 2) Internal walls 6” thick and external walls 6” thick in Bricks.
- 3) External plaster sand faced and internal Neeru finish sanla/ gypsam and with oil bond color (no color selection).
- 4) Doors - Main frame wooden/ of concrete and other frames are concrete frames, main door decorative flush doors and all other doors will be flush doors and doors will be oil painted, frames of latrine and bathroom will be of concrete having P.V.C door.

Commercial shop having M.S Steel shutter.
- 5) Windows: three track aluminum sliding windows with granite window seal.
- 6) Flooring : 2x2 vitrified with 3” skirting in all rooms.

Bathroom flooring anti-skid flooring, 7 feet glazed tiles for bathroom walls and water fitting in P.V.C pipe.
- 7) In latrine Indian Type Orisa pan or commode and 4 feet glazed tiles for walls.
- 8) One Wash basin for each flat.
- 9) Loft :- One in kitchen and One in Bedroom having width of 1’-6” on shortest wall.

- 10) **Electrification:** shall be concealed and wiring will be of ISI mark

Hall – 3.5 Point + 1 T.V. Point + 1 Bell Point + 1 Balcony Point

Bedroom – 3.5 Point + 1 A.C Point

Kitchen – 2.5 Point.

Bathroom and Lateran – 1 Point each.

- 11) Kitchen Otta : Granite Otta, having steel sink, with glazed tiles upto slab level.
- 12) Plumbing :- Borewell water through over head tank to each flat, sink, wash basin, bathroom and latrine will be provided with separate tap connection. Drinking water plumbing upto sink will be provided.
- 13) Borewell :- at the cost of Promoter who will provide R.C.C. over head water tank for bore well water alongwith plumbing.

SPECIFICATIONS FOR COMMERCIAL SHOPS IN Wing-‘A’ as under:-

- 1) R.C.C. framed structure.
- 2) External walls 6” thick in Bricks.
- 3) External plaster sand faced and internal Neeru finish sanla/ gypsam and with oil bond color (no color selection).
- 4) Commercial shop having M.S Steel shutter.
- 5) Flooring : 2x2 vitrified with 3” skirting in all rooms.
- 6) Electrification: shall be concealed and wiring will be of ISI mark having 4.5 Point each.

Description of common areas and facilities.

- 1) Lift.
- 2) Solar Water heating system

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ANNEXURE- E

CUSTOMER INFORMATION FORM

Applicant's Name : 1) _____

2) _____

Age: 1)_____ 2) _____

Address _____ :

Occupation : 1)_____

2) _____

Company Name: _____

Tel No. (Office) : _____ Res. No. _____

Mobile No. _____ Email _____

Date of Birth (Applicant) : ____/____/____ (Spouse):

____/____/____

Wedding Anniversary : ____/____/____

Amount as earnest money Rs. _____ Ch. No. & Date _____

Bank Name _____

Committed Date of Agreement : _____

PROJECT : “**DHALE SANGHAVI ICON**”

Wing :-

Flat/ Shop/ Store No. :

Request Date :

Committed Date of NEFT Committed Date of
for Stamp Duty & Registration: ____/____/____ providing Loan
Document : ____/____/____
Mode : Direct / Reference / Broker : _____
Loan required : Yes /No Loan required Rs. _____
Name of Institute: _____

DETAILS OF THE UNITS :-

Flat/Shop/ Store No. _____ Wing No. _____ Carpet _____ Sq. Mtrs.
Open Terrace _____ Sq. Mtrs. Dry Balcony _____ Sq. Mtrs. Encl.
Balcony _____ Sq. Mtrs.
Agreement Value Rs. _____
Parking Details: _____
Security Deposit Rs. _____
PAN CARD No. 1) _____
2) _____