

PROFORMA OF LETTER OF ALLOTMENT

Date:-

To,

Shriram Associates

Name of the Company/Partnership Firm/ Proprietary concern –	SHRIRAM ASSOCIATES
Address –	Office-C-202,saishantipark, Sr.no.284/5/2,Porwal road, Lohegaon-Pune-411047.
Email id –	Shriramdevelopers47@gmail.com
Contact number –	9850058610
Land-line –	NA

Sub: Allotment of residential/commercial unit no. _____
residential,25 commercial In A1 Wing, residential unit no.79 in A2 wing and
residential unit no.79 in A3 wing in the Building known as “VIVAAN PARK”
in Lohegaon at village Haveli in Pune project situated at Survey Number -
261/2.

We thank you for your Application dated _____ bearing Application number _____ addressed to Shriram Associates (“~~proprietor~~/Partnership firm/~~company~~/LLP”) and for the payments required for the purpose of allotment of your chosen _____ residence (Dwelling unit number).

It is indeed our pleasure to inform you that the Dwelling Unit 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 allotment letter hereunder.

Sr. Number	Particulars	Details
1.	Name of Allottee (s) :	
2.	Joint allottee (s) :	
3.	Address of the allottee	
4.	Dwelling Unit No. applied for	
5.	Dwelling unit allotted	
6.	Name of Building	
7.	Floor No.	
8.	Type of Unit	
9.	Carpet Area	
10.	Total Consideration Value	

11.	Received Advance Money	
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Details of the Applicant and the Unit allotted thereto are as under:

TERMS AND CONDITIONS:

1. The location of the premise is located in Lohegaon at village Haveli in Pune project situated at Milkat Number 261/2.
2. This allotment letter is issued when both the parties the purchaser and developer had settle their mutual terms regarding payment and the payment schedule for the purchase of the dwelling unit applied as mentioned above
3. The tentative layout plans have been seen by the intending allottee (s) and agrees that the developer may effect such variations/ alternations/modifications etc., therein as deems fit or appropriate and/or as may be done by the sanctioning authority and the intending allottee(s) hereby gives his/her consent to such variation/additions/alterations/deletions/modifications etc.
4. That the intending allottee(s) agrees that he/she shall pay the basic sale price of the ~~Plot~~/Unit(s) and all other charges payable as per the opted payment plan or as and when demanded by the ~~proprietor~~/partnership firm/company/LLP as the case may be. She/he also agrees to make all payments through demand drafts/cheques/electronic mode of payment.
5. This allotment letter can be consider as receipt of advance money or as consent of the developer to sell the dwelling unit and acceptance of the

intending allottee(s) for the purchase of the dwelling unit mentioned above in allotment letter

6. The intending allottee(s) agree to make the payment along with the legal charges, society formation charges and conveyance deed charges on time as per payment schedule.

7. The developer also agrees to give possession of the flat/ shop to the allottee after receipt of the whole amount of the consideration and in addition to this the developer also agree to form a legal entity after completion certificate received from the competent authority.

8. Upon issuance of this Letter of Allotment, the Allottee shall be liable to pay the aforesaid Consideration Value and the Society and Other Charges as specified in **Annexure “B”** hereto together with the applicable government taxes and levies as per the Schedule of Payments specified in **Annexure “A”** hereunder, time being of the essence.

9. The Allottee shall, in relation to the Dwelling Unit, make all payments to the ~~Company/Partnership Firm/Proprietary concern~~ 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 the aforesaid, the receipts for the payments made in relation to the Dwelling Unit shall be issued in favour of the Allottee only.

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

11. In the event the Allottee fails or neglects to comply with any of his obligations under the Letter of Allotment, including (but not limited to) making payment of all due amounts as per Schedule of Payments stated in Annexure “A” and Annexure “B” hereto (and interest thereon, if any) or seeks to withdraw or cancel the Letter of Allotment /Agreement to Sell in respect of the dwelling Unit, the Allottee shall be deemed to be in default. In the event of such default, the ~~Company/Partnership Firm/Proprietary concern~~ 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 ~~Company/Partnership Firm/Proprietary concern~~ shall have the option to cancel the allotment of the dwelling Unit, by sending a termination letter by RPAD /Speed Post/by hand. On such termination, the following shall apply:

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

b) All amounts paid to the ~~Company/Partnership Firm/Proprietary concern~~ by the Allottee towards Consideration Value or part thereof after deducting therefrom the taxes paid to the Partnership Firm concern computed as per the Act and rules prevailing at the time of the Default then the Tax, Stamp duty,

Registration fee paid on the said dwelling unit will be deducted from the advance payment and refund shall be of the Balance Consideration (Refund Amount) be refunded.

The payment On the Letter Head of ~~Company/Partnership Firm/Proprietary concern~~ of the Refund Amount shall be subject to and after deducting thereon Tax, Stamp duty, Registration fee 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 ~~Company/Partnership Firm/Proprietary concern~~ the deficit amount of Liquidated Damages.

c) The payment of Refund Amount shall be made through DD/Cheques in 12 equal monthly installments or if it possible for ~~Company/Partnership Firm/Proprietary concern~~ to make payment in one time then the payment will be paid by deducting all Tax, Stamp duty, Registration fee and government levies done by ~~Company/Partnership Firm/Proprietary concern~~. The first such monthly installment shall commence from the 13th month of the date of the letter of termination. The Allottee shall collect the said cheques at office hours' time from the ~~Company/Partnership Firm/Proprietary concern~~ office or any other place that may be mutually decided by the partners or authorized signatory at the time of payment.

12. All overdue payments from the intending allottee shall attract interest at as per act, It is clarified that payment of such interest shall be without prejudice to the other rights and remedies available to the

~~Company/Partnership Firm/Proprietary concern~~, including the right to cancel/terminate the allotment and/or claim losses/damages incurred or suffered in that regard.

13. The ~~Company/Partnership Firm/Proprietary concern~~ shall endeavor to make available the Unit for Possession (for fit outs) by December 2026 [“Date of Offer of Possession (for Fit Outs)”] (with a grace period of _____ months), to _____ {name of allottee} 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 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.

14. The unit(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 ~~Company/Partnership Firm/Proprietary concern~~ and the Allottee has taken possession of the Unit.

15. 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 ~~Company/Partnership Firm/Proprietary concern~~ 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

Company/~~Partnership Firm/Proprietary concern~~ shall be entitled to proceed as per the provisions of this Allotment Letter.

16. The Allottee hereby agrees that the ~~Company/Partnership Firm/Proprietary concern~~ shall be entitled to recover / set off / adjust from the amounts if any, payable by the Allottee to the ~~Company/Partnership Firm/Proprietary concern~~ 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.

17. The allottee hereby agree that the minute changes to be done as per the situation but prior permission of the allottee to take and the consent should be in writing and the structural changes if any, to be made in the whole project then the permission of the 2/3rd allottee to be taken and then the changes to be done but the permission from the competent authority to be taken for the same.

18. This Letter of Allotment shall be governed and interpreted by and construed in accordance with the laws of India. The RERA authorities 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 ~~Company/Partnership Firm/Proprietary concern~~ and the arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Or as per RERA act.

Our Customer Relationship Management team can be contacted for any queries or assistance on the following coordinates:

Email: shriramdevelopers47@gmail.com

This allotment letter is hereby enclosed with title report of the project land

I would like to take this opportunity to thank you for the trust that you have respond in the “VIVAAN PARK”, and assure you of your best services at all times.

AMENITIES IN THE PROJECT

FOR RESIDENCIAL UNITS

1. RCC Structure: Earthquake Resistant. RCC frame structure
2. Wall – 5” thick internal and 5” thick external walls in Bricks or Blocks
3. Plaster – Internal and external Sand faced plaster and Internal Gypsum/ Neru Finish.
4. Flooring :- Anti – Skid Ceramic tiles in bathroom, Balcony and terrace 2*2 good quality vitrified tiles for entire unit
5. Doors and windows – Decorative Laminated Flush Main Door and good quality Internal Flush Door with quality Fittings
6. Painting – External Good quality OBD.

PAYMENT PLAN

**Amount of _____ not exceeding 10% of total consideration
amount to be given before execution of agreement**

- i. Amount of Rs..... (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- ii. Amount of Rs..... (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Dwelling unit is located.
- iii. Amount of Rs..... (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Dwelling unit is located.
- iv. Amount of Rs..... (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Dwelling unit .
- v. Amount of Rs..... (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Dwelling unit .
- vi. Amount of Rs..... (not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Dwelling unit is located..

vii. Amount of Rs..... (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Dwelling unit is located.

viii. Balance Amount of Rs..... Against and at the time of handing over of the possession of the Dwelling unit to the Allottee on or after receipt of occupancy certificate or completion certificate.

ANNEXURE A

Particulars	Details
GST Applicable	
Local taxes	
Legal charges	
Stamp duty	
Registration fee	
Society formation fee	
TOTAL	

ANNEXURE B

Particulars	Details
Development charges	
Common area and amenities development charges	
Site overheads	
TOTAL	

TOTAL AMOUNT OF CONSIDERATION - _____/- (In Indian rupees) *

***the charges are escalation free in case and in case of force majeure the possession can be delayed**

DECLARATION

I/We the applicant(s) do hereby declare that the above particulars/information given by me/us are true and correct and nothing has been concealed therefrom. I have read, understood agreed to and signed the enclosed terms and conditions herein and undertake to abide by the terms and conditions of Allotment Letter to be executed.

Yours faithfully,

Date_____

Place – Lohegaon.

Signature of applicant(s)/Intending Allottee(s) _____

RECEIVING OFFICER

Name_____

Designation_____

Signature_____

Warm Regards,

(Authorized Signatory)

RECEIPT OF ADVANCE PAYMENT

SHRIRAM ASSOCIATES

MAHA RERA REGISTRATION NUMBER - _____

Received amount of _____ (In Indian Rupees) from
_____ for the provisional allotment of flat /commercial premise
number _____ in _____ wing on the floor number
_____. In the said project of **VIVAAN PARK** situated at Lohegaon
Village – Haveli Taluka- Pune bearing city survey number Survey No.
./Sr.no.261/2.

We thank-you for the receipt of the application money on this _____
day of _____ month dated _____ of 201____ .

Thanking you

On behalf of VIVAAN PARK

Santosh Namdevrao Pawar