

APPLICATION FORM

Developer : _____ Date: _____

Project name : _____

RERA Registration. No. _____

To,

Mr./Mrs.

Dear Sir / Madam,

We request you to allot apartment mentioned below, subject to the terms and conditions as mentioned below.

APPLICANTS (S) DETAILS

1) Applicant Name: _____

Address : _____

Age : _____ Pan Number : _____

Residence : _____ Company : _____

Office : _____ Occupation : _____

Phone No : _____ Designation : _____

Mobile : _____ Date of Birth : _____

Business card : _____ Email : _____

1) Applicant Name: _____

Address : _____

Age : _____ Pan Number : _____

Residence : _____ Company : _____

Office : _____ Occupation : _____

Phone No : _____ Designation : _____

Mobile : _____ Date of Birth : _____

Business card : _____ Email : _____

1) Applicant Name: _____

Address : _____

Age : _____ Pan Number : _____

Residence : _____ Company : _____

Office : _____ Occupation : _____

Phone No : _____ Designation : _____

Mobile : _____ Date of Birth : _____

Business card : _____ Email : _____

Applicant

REAL ESTATE AGENT DETAILS

Name of Real Estate Consultant if any: _____

Pan Card No. _____ Service Tax No. _____ (Attach a copy)

Rera Reg.No. _____

PAYMENT TYPES

☐ NORMAL PAYMENT ☐ UP FRONT PAYMENT ☐ PART UP FRONT ☐ CUSTOMISED

SOURCE OF FUND

☐ OWN FUNDS ☐ BANK LOAN ☐ CAPITAL GAINS ☐ SALES OF PROPERTY
☐ COMPANY LOAN

SOURCE OF ENQUIRY

☐ REFERRAL ☐ PRINT MEDIA ☐ OUTDOOR MEDIA ☐ WEB SITE
☐ EXHIBITION

APARTMENT DETAILS:

FLAT NO.	FLOOR NO	FLAT CARPET AREA (SQ.FT.)	TERRACE CARPET AREA(SQ.FT.)	LOBBY TERRACE CARPET AREA SQ.FT.)	DRY BALC CARPET AREA (SQ.FT.)	ENCL.BALC. CARPET AREA (SQ.FT.)	A.H.U. CARPET AREA (SQ.FT.)
1							

USE OF SPACE FOR PARKING CARS AS AN AMENITY CONFINED TO THE APARTMENT

Particular	Amount (INR)
Agreement Value	
Estimated GST	
Estimated Stamp Duty & Other Charges	
Estimated Registration Charges	
Electrical Infrastructure / connection charges	
LEGAL FEES,society membership, administrative expenses, etc	
Clubhouse Membership charges	
Others * *	
APEX maintenance CORPUS	
Society Maintenance corpus	
GRAND TOTAL	

STAMP DUTY	
REGISTRATION FEES	
Stamp duty is computed @ 6% of market value or consideration whichever is higher. However, the stamp duty rate and the registration charges are subject to change as and when notified under the application laws.	

Applicant

All taxes above are estimated only for the reference of the Applicant(s), although the same will be payable at actual as per the prevailing taxation laws.

PAYMENT SCHEDULE

1	Along with Application form	%
2	On Execution of Agreement	%
3	On Commencement of Plinth	%
4	On Commencement per slab	%
5	On Commencement of Brick Work & Plaster	%
6	On Commencement of Flooring & Tiling	%
7	On Commencement of Doors & Windows	%
8	On Commencement of Painting	%
9	On Commencement of Lift, Entrance Lobby, Staircases, Drive Ways, Water Tank	%
10	On delivery of possession of the Flat	%

COMMON AMENITIES

- *
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- *
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COMMON AMENITIES

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- *
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- *
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TERMS & CONDITIONS

1. All the taxes, cess, levies as applicable under any concerned statute/law shall be borne by the Applicant(s) over and above the price of the Agreement.
2. This Allotment Letter to the Applicant(s) by the Promoter does not create a binding obligation on the Promoter or the Applicant(s) until firstly, the Applicant signs and delivers the Agreement with all the Schedules along with payment due as stipulated in above payment plan within 30 days from the date of this Allotment Letter and appears for registration of the Agreement before the concerned Sub-Registrar as and when intimated by the Promoter. This Allotment Letter is not meant or be treated to be as Agreement as contemplated under the provisions of law and this Allotment letter is not transferable.
3. If the Applicant(s) fails to execute and register the Agreement within 30 days from the date of this Allotment Letter, then the Promoter shall serve a notice to the Applicant by mail/ hand / post / courier on the address given by the Applicant for rectifying the default, which if not rectified within 15 days from the date of its receipt by the Applicant then the allotment of the Applicant shall be treated as cancelled and all sums deposited by the Applicant (booking amount / token amount) shall be returned to the Applicant without any interest or compensation whatsoever. After deducting expenses & cost of Rs
4. Applicant is informed that any delay on payment from the above mentioned schedule, will attract interest as per agreement to sale / norms of Real Estate (Regulation & Development) Act, 2016.
5. Applicant will pay All payment instruments in favor of "_____".
6. Payment of Rupees is being made towards along with this application form vide Chaque/ Demand Draft vide number _____ drawn on _____ Bank
7. Applicant will not demand any civil alterations /modification within the allotted apartment will NOT be demanded .
8. All marketing materials presented to the Applicant(s) are purely conceptual representation and not a legal offering. The final specifications, amenities will be as per mentioned in the agreement to be executed which will supersede all previous marketing materials.
9. Possession date: _____, subject to force majeure.
10. The purchaser acknowledges the receipt of all pertinent legal documents and certified plans related to the project. The purchaser will scrutinize the document and then execute and register the agreement to sale within 30 days.
11. Applicant will pay maintenance deposits at the time of possession as per standard policy may be decided in due course..
12. The amounts of Central Goods and Services Tax (CGST) and State Goods and Services Tax (SGST), Stamp Duty and Registration Fees shall be paid by applicant as per the applicable rates from time to time.
13. Payment will be made within 15 days from the date of demand.
14. Interest will be levied as specified in the Rules made under "RERA" (2% + State Bank of India highest Marginal Rate of Interest) on all the delayed payments from the date the said amount is payable till the date of payment.
15. The Stamp Duty, Registration Fees and Registration Charges should be paid three working days in advance before Registration of Unit Agreement.
16. Transfer or Sale of the Flat is not allowed till the time entire agreed lump-sum consideration in respect the Flat and all other applicable Taxes, levies, Society Deposits and Common Area maintenance charges are paid by you and possession of the Flat is taken.
17. The developer will be entitled to develop remaining property as may deem fit.
18. Purchaser has to complete the housing loan formalities and shall obtain Sanction letter before registration of Agreement to Sale. Any delay in disbursement of such loan shall be considered as delay in payment and will attract applicable interest

Applicant

19. All disputes are subject to Pune Jurisdiction only.

20. All amounts towards the mutually agreed lump-sum consideration of the

Flat by Cheque/ Pay Orders/ Demand drafts in the name of "_____"

Payable at Pune.

Bank Details :

Current Account No :

IFSC Code :

Applicant	Sign	Date
1 Name:		
2 Name :		

SALES EXECUTIVE OF THE DEVELOPER (acknowledging receipt of Application Form & cheque)	
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Signature Of Broker & Name RERA Reg. No.	
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Applicant

Name of Company : _____

Promoter RERA Reg. No.: _____

ALLOTMENT LETTER

Date:

To,

Name Of All Allottees

1. Name : _____

Address : _____

2. Name : _____

Address : _____

Dear Sir/Madam,

SUB: Acceptance of Application for Provisional Allotment of Apartment No. _____ on _____ Floor in the Building known asin Wing -building name(in The Project - _____) ("said Apartment") _____ having its current place of business at _____ is developing a project named Building _____ of _____ ("Project"), situated at Land, bearing survey No. _____ (Part)/ _____ situated at " _____ Pune _____, subject to the Agreement For Sale/ Flat Buyer Agreement to be executed with various Allottee(s) purchasing Apartments in the Project shall be in conformity with the provisions, rules and regulations made and shall be in accordance with the model form of agreement as provided in Rule 10(1) written down by THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016.

Dear Sir,

We are thankfully in receipt of your Application for Provisional Allotment dated (_____). Your application for provisional Allotment has been received by us and we shall hold the said Apartment for you, on the terms and conditions contained in the said APA and subject to the payment of the installment required to keep the said Application for Provisional Allotment valid and subject to the execution and registration by you the Agreement for Sale as per RERA, within a period of 30 days from the date hereof.

Please note that the Application for Provisional Allotment shall be valid for a period of 30"days or execution of the Agreement for Sale whichever is earlier and the Allotment of the said Apartment will be confirmed only upon the execution and registration of the Agreement for Sale.

If you fail to register the Agreement for Sale within a period of 30 days from the date hereof or Within such period as may be extended by the Company in writing, the Application for Provisional Allotment shall stand ipso facto cancelled and the Company shall refund the Amount paid under Holding Receipt and Application for Provisional Allotment subject to Deduction of 25% (Twenty percent) of the total amount received from you as mutually agreed Liquidated damages. On cancellation of the your application of Provisional Allotment, company Will be free to deal with the said Apartment.

Purchaser

PAYMENT SCHEDULE

Particular	Amount (INR)
Agreement Value	
Estimated GST	
Estimated Stamp Duty & Other Charges	
Estimated Registration Charges	

1	On Booking	%
2	On Execution of Agreement	%
3	On Completion of Plinth	%
4	On Commencement per slab	%
5	On Completion of Brick Work & Plaster	%
6	On Completion of Flooring & Tiling	%
7	On Completion of Doors & Windows	%
8	On Completion of Painting	%
9	On Completion of Lift, Entrance Lobby, Staircases, Drive Ways, Water Tank	%
10	On Completion of delivery of possession of the Flat	%

Sr.No	Particulars of other costs	Amount
1	(a) Share Money	
	(b) Out goings interest free security deposit excluding Property Tax	
	(c) Corpus Fund for Club House & Federation	
2	(a) Entity & Organisation and Federation Formation charges	
	(b) Legal & Documentation charges	
	(c) Outgoings for One year in advance excluding property tax	
	(d) Infrastructure development charges	
	(e) Electric meter Supply & Connection charges	
	(f) Gas meter Supply & Connection charges	
	(g) Parking Space/s maintenance advance for 2 years	
	Maintenance Fund as may be applicable	

The non-refundable club house cost quoted as aforesaid are/shall be over and above the maintenance and usage charges for the club i.e. there will be separate charges for usage, as well as maintenance and management of the club house.*,

Purchaser

1. We have informed you and you are aware that —
 - (i) We. Are constructing / have constructed the Said Building * _____ * with
P + _____ floors, hereinafter referred to as the Said Building', as a part of layout
development other project named as " _____ ".
 - (iii) The possession of. the Said Apartment will be handed over to you on or before " _____ "subject
to Force Majeure provided the we have received the full purchase price of the Said Apartment and other
amounts payable to us, as per this allotment letter and Agreement for Sale to be executed with you and
provided the construction of the said Building is not delayed on account of non-availability of steel, cement or
other building material, water or electric supply and no act of God, Civil Commotion, Riot, War or any notice,
Order, Rule, Notification of the Government and/or any other Public Body and/or Competent Authority and/or
any order of Court / Tribunal / Forum and/or any reasons and/or circumstances beyond control of the
Promoters, has disturbed the construction schedule of the Said Building and there is and delay in issue of
Occupation Certificate by the concerned Planning Authority of and circumstances beyond the control of the
Promoters. If the Promoters for any of the aforesaid reasons beyond the control of the Promoters is unable to
give possession of the Said Apartment by the date stipulated herein above, the Promoters shall be entitled to
proportionate- extension of time for handing over possession of the said Apartment. It is specifically agreed by
the Allottee that, during such proportionate extension period, Allottees shall not be entitled to and shall not be
allowed to cancel this Agreement and/or claim any interest.
2. The Agreement for Sale of the Said Apartment, containing the detailed terms and conditions for the sale of the
Said Apartment Completion will be executed immediately by you on completing payment of 20 per cent of the
total consideration of the said Apartment In the event of your not coming forward to execute and register
Agreement within a stipulated period of 30 days, then we are entitled to sell / allot the said Apartment to any
third person without taking any prior consent from you. In such event, we will be entitled to deduct there from
10% of the total Consideration. In such event, you will not be entitled to make any claim of whatsoever nature to
the said Apartment.
3. Stamp duty & registration charges on Agreement for Sale of the Said Apartment shall be borne by you alone.
4. You have confirmed that this Letter of Allotment--supersedes previous writing/s and document/s, if any,
exchanged / executed between us in respect of this Transaction and that only this Letter of Allotment
constitutes the entire understanding / agreement arrived at between the parties hereto .for sale of the Said:
Apartment.
5. Please note that each of the aforesaid installments are to be paid by you as stipulated in demand notice/s which
shall be; sent to you, by email and at your above mentioned address. The notice issued to you as aforesaid,
shall be deemed to be a good service upon you. The time stipulated in the demand notice/s shall be the
essence of the Contract in this behalf. In the event of non-payment of any of the installments as per the demand
notice/s, then at the end of such notice period, we shall be entitled to terminate this Allotment letter/Agreement
and in such event you shall be liable to pay to us _____% of the total consideration for purchase of the
Apartment as liquidated damages. '

Purchaser

6. Any communication, including notices for intimation for completion of work, demand notices and any other communication pertaining to the Said Apartment, will be forwarded to your Email ID as given by you i.e. _____ and you are above mentioned address. You undertake to intimate us immediately in the event of any change in your email id and / or address.
7. Without Prejudice to our right of termination as aforesaid You shall be liable to pay monthly compoundable interest from the date the amount become due till payment to us on all such delayed payments.
8. The amount/s paid by you to us shall be appropriated firstly towards taxes payable by you, then towards interest payable for all outstanding installments towards consideration in respect of the Said Apartment, cheque bounce charges, if any, then any administrative expenses and lastly towards consideration/outstanding dues in respect of the Said Apartment.
9. Please note that any liability arising out of Service Tax provision and/or VAT and/or GST, including all increase and/or addition/s thereon or any other taxes as may be applicable from time to time in respect of this Allotment / transaction mentioned herein, shall be borne and paid by you alone.
10. We have informed you and you are aware that as per Finance Act of 2013, TDS is applicable on transfer of immovable property, wherein the consideration of the property exceeds or is equal to Rs. _____. Section 194 IA of the Income Tax Act, 1961 for all such transactions with effect from June 1, 2013, Tax @ _____% should be deducted by the purchaser of the property at the time of making payment of sale consideration and submit copy of challans to us.
11. TDS certificate in Form 16B is required to be issued by you as a final confirmation of credit to _____, in respect of the taxes deducted and deposited into the Government Account.
12. The sale of the said Flat 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 shall also be subject to and on the terms of the pro-forma Agreement for Sale being employed by us for sale of Flats in the said Project, which include the terms and conditions set out therein.
13. The allottee's right shall be confined to the project i.e. the said building. The allottee shall have no rights title interest or say in design development sale of other phases or remaining land area.
14. FSI - for unsanctioned floor and/ or proposed buildings of this phase obtained as well as future phases the Developer will obtain revised sanction in its sole discretion be decided by Developer.
15. FSI- revised sanction to be take for enclosed staircase, Balcony, Dry Balcony, terrace, lobbies, common areas etc. Challan will be paid by developer and FSI will be transferred by Developer to future phase. Such premium payment and revised sanction will be done by developer as and when developer deemed fit.
16. Amenities – all amenities are shared by all buildings or phases or societies under apex body and developer will convey all common areas, all parking/s, open space and amenities to apex body who shall maintain all these.
17. Developer may sub divide and add land in the larger land by adjusting FSI , TDR, Premium FSI in one of the plot as per its requirement.
18. Developer will develop future adjoining phases accommodating balance FSI of the entire land as per prevailing Development control Rules of planning authority and the client has no objection to that and in consenting to any such development they wish to do in the future and or GST as applicable.
19. The amounts of Central Goods and Services Tax (CGST) and State Goods and Services Tax (SGST), Stamp Duty and Registration Fees shall be as per the applicable rates from time to time.
20. Payment should be made within 15 days from the date of demand.

Purchaser

21. Interest will be levied as specified in the agreement on all the delayed payments from the date the said amount is payable till the date of payment.
22. The Stamp Duty, Registration Fees and Registration Charges should be paid minimum three working days in advance before Registration of Unit Agreement.
23. Transfer or Sale of the Flat is not allowed till the time entire agreed lump-sum consideration in respect the Flat and all other applicable Taxes, levies, Society Deposits and Common Area maintenance charges are paid by you and possession of the Flat is taken.
24. Purchaser has to complete the housing loan formalities and shall obtain Sanction letter before registration of Agreement to Sale. Any delay in disbursement of such loan shall be considered as delay in payment and will attract applicable interest.
25. All disputes are subject to Pune Jurisdiction only.
26. Kindly pay all amounts towards the mutually agreed lump-sum consideration of the Flat by Cheques/ Pay Orders/ Demand drafts in the name of " _____ " Payable at Pune.
27. Issuance of this letter by us in your favors does not create a binding obligation in respect of the said Flat by and between us until, firstly, you sign and deliver to us the Agreement to Sale with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of this letter and secondly, appear for registration of the same before the concerned Sub-Registrar as and when intimated by the us, failing which such provisional allotment of the said Flat in your favors shall ipso-facto stand cancelled, and in such event, the application money paid by you shall be returned to you by us within a period of 15 Working days from the date of such cancellation without any interest or compensation after deducting therefrom cancellation charges of Rs. (Rupees _____ Only) / 25% of the amount paid and you shall have no claim or grievance against us.

In case of any contradiction representations with RERA will override and other writing

Annexure A – specification

Annexure B – Common Amenities

Annexure C- application Form

Mr. Authorised Signatory Promoter,	
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Allottee	Sign	Date
1 Name:		
2 Name :		

Signature Of Broker & Name RERA Reg. No.	
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Purchaser

ANNEXURE "A"

(Specifications)

DRAFT

ANNEXURE "B"

(Common Amenities)

DRAFT

Purchaser

ANNEXURE "C"

(Application Form)

DRAFT

Purchaser

Kumar Builders

Date:- 28th July, 2017

KUMAR BUILDERS, a partnership firm registered under the Indian Partnership Act, 1932, is developing a project Kul Couture Phase I – E 6th to 11th floor, Building situated on the Part of the Plot bearing on F.P. No.1084, TPS IV, Mahim Division at sadanand Tandel Marg, Prabhadevi, Mumbai Demarcated by its boundaries (Rahab building - 19° 0'41.75"N & 72°49'29.12"E, 19° 0'41.87"N & 72°49'28.21"E, 19° 0'42.47"N & 72°49'28.30"E, 19° 0'42.31"N & 72°49'29.20"E and Sale building - 19° 0'43.57"N & 72°49'28.73"E, 19° 0'42.96"N & 72°49'28.79"E, 19° 0'42.96"N & 72°49'26.40"E, 19° 0'43.47"N & 72°49'26.39"E of the end points) Property of the Late Louis to the North; Property of Jolly Brothers Pvt. Ltd. and partly by the Property of French Motor car Co. Ltd. To the South, Proposed Foras Road to the West, Public passage to the East of Division Mumbai village Worli, taluka Mahim District Mumbai Pin 400025 hereby confirm and declare that the Agreement For Sale/ Flat Buyer Agreement to be executed with various Allottees(s) purchasing Apartments in the Project shall be in conformity with the provisions, rules and regulations made and shall be in accordance with the model form of agreement as provided in Rule 10(1) written down by THE REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016.

Thanking you,

For KUMAR BUILDERS



Authorised signatory
Mr. Avadhoot Dandekar

