

Date:

SAMPLE ALLOTMENT LETTER – 1

To,
Mr.
Mrs.
Address.....
.....
E-mail address:.....

Dear Sir / Madam,

You have shown your interest in purchasing an Apartment (details of Apartment is more particularly described herein below), Building No. C or D in our project **AURA COUNTY**, situated at Gat No. 1347/1, 1347/5, & 1343/A/2 at Village Wagholi, Taluka Haveli, Dist - Pune. We have accepted your offer on following terms and conditions;

APARTMENT PARTICULARS	
APARTMENT No.	
FLOOR	
CARPET AREA	-----sq.mt. carpet
USABLE FLOOR AREA OF ENCLOSED BALCONY	_____ sq.mt.
USABLE FLOOR AREA OF ATTACHED BALCONY	_____ sq.mt.
USABLE FLOOR AREA OF TERRACE	_____ sq.mt.
TOTAL USABLE FLOOR AREA OF APARTMENT	_____ sq.mt.
COVERED PARKING SPACE for 4 wheeler	No.-----,

TOTAL PRICE AND PAYMENT PLAN		
Price of Apartment		Rs.
Price of covered car parking		Rs.
Agreement Cost		
PAYMENT SCHEDULE		
On or before execution of Agreement	10.00%	
Within 2 weeks after the execution of Agreement	20.00%	
On Completion of the Plinth of the building	15.00%	
On Completion of 1nd Slab above the Plinth	10.00%	
On Completion of 3th Slab above the Plinth	05.00%	
On Completion of 5th Slab above the Plinth	05.00%	
On Completion of 7th Slab above the Plinth	05.00%	
On completion of the walls, internal plaster, floorings of the said Apartment	05.00%	
On completion staircases, lift wells, lobbies upto the floor level, doors and windows of the said Apartment.	05.00%	

On completion of the external plumbing and external finishing, elevation, terraces with waterproofing, of the building	05.00%	
On completion of the Sanitary fittings, of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, paving of appurtenant land	10.00%	
At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of completion certificate, whichever is earlier	05.00%	
Grand Total	100.00%	

OTHER CHARGES PAYABLE BY ALLOTTEE ON OR BEFORE EXECUTION OF AGREEMENT	
Stamp Duty- 6%	
Registration Charges- 1% Or Rs. 30000/- (Whichever is lower)	
GST - @.....%	
Miscellaneous Registration Expenses	
Legal cost, Charges and Expenses	
Charges for formation and registration of the Society	
Deposit towards Water and other utility and services connection Charges	
Deposits of electrical receiving and Transformer/ Sub Station provided in Layout	
Total	

AMOUNTS PAYABLE BY THE ALLOTTEE ON OR BEFORE DELIVERY OF POSSESSION OF THE APARTMENT	
Deposit towards provisional monthly contribution towards Outgoings of Society and Maintenance charges Rs..... XSq. mtrs on Total Usable Area X for...24.....months.	
GST (@18%) on the maintenance Charges(or as applicable)	
Total	

TERMS AND CONDITIONS:

1. Issuance of this non-transferable Allotment Letter to the Allottee(s) by the Developer does not create a binding obligation on the part of the Developer or the Allottee(s) until, firstly, the Allottee signs and delivers the Agreement with all the schedules (Copy attached) along with the payments due as stipulated in the above Payment Plan within 30 (thirty) 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 Developer. This Allotment Letter is not meant or be treated or deemed to be as Agreement as contemplated under provisions of law.
2. If the Allottee(s) fails to execute and deliver to the Developer Agreement within 30(thirty) days from the date of this Allotment letter and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer within the aforesaid 30 days, then the Developer shall serve a notice to the Allottee by email/by hand/by Post (RPAD)/by courier on the address given by the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, application/Allotment of the

Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount/ token amount shall be returned to the Allottee without any interest or compensation whatsoever.

3. Minimum token amount should be equivalent to Rs.1,00,000/- which shall be retained as interest free bonafide refundable deposit, refundable.
4. Unless agreement is entered into by the applicant, no right of any nature is conferred or intended to be conferred by this Letter on the applicant.
5. All taxes, cess, charges or levies under any concerned statute shall be borne and paid by the Purchaser, over and above price of the Apartment.
6. I/ We am/ are aware of the complete details of the project and made this advance payment against option to buy, at his/ her/ their own discretion and decision. I / We has / have been shown and given copy of sanctioned plans, layout plans, alongwith specifications, approved by the competent authority. I / We has / have confirmed that the above mentioned plans, specifications etc. are displayed at the site.
7. Any Financial Scheme offered is subject to the approval of Banks.
8. Before applying for the option to buy the customer must read and approve the Agreement to Sale which the Developer is willing to execute for the sale of the Flat and the same is available online on our website.
9. The proposed Purchaser is intimated to take full and free inspection of the Flat/ Project before the execution of Agreement to Sale of the Flat and copies of documents have been provided to the proposed Purchaser/s.
10. The Developer shall give the possession of the Flat to the Purchaser on or before _____ from the date of execution of the Agreement with grace period of 6 months and any delay covered under Force Major shall be excluded from the said period and the grace period.
11. Booking amount of the Flat is 10% of the Basic Flat Cost, which can be paid by a Cheque/ Bankers Cheque/ Credit Card/ RTGS/ NEFT and the same will be adjusted as part consideration after the allotment is confirmed on execution & registration of Agreement to Sell of the Flat. The proposed Purchaser shall be liable to pay the cheque return charges & cheque clearing charges.
12. If the cheque/DD is not honoured/ paid within a reasonable time, due to whatsoever reason, then the option to buy shall stand automatically cancelled.
13. If the proposed Purchaser is doing self-funding, then he/ she/ they needs/ need to pay the due amount as per payment schedule within 45 days from the option to buy along with all Post Dated Cheques (at the time of Registration) as per CLP (Construction Linked Plan).
14. If the proposed Purchaser/s is/are opting not to buy the said Flat, the proposed Purchaser/s agree/s for receiving the amount, after deducting following amount on account of administration and documentation charges without any interest.
 - a. Cancellation within 30 days- No cancellation charges
 - b. Cancellation within 90 days – Rs. 15,000/- per flat
 - c. Cancellation after 90 days – Rs. 25,000/- per flat
 - d. In case of ROI & Rental Scheme – Rs. 25,000/- per flat
15. If the proposed Purchaser opting for loan, he/ she/ they should obtain loan sanction letter within 30 days from the option to buy and register the Agreement to sale within 45 days. If the Purchaser fails to do so then interest would be charged @ 15% or Developer would

cancel the option to buy with cancellation charges. The Developer holds the right to cancel the option to buy of the Purchaser on failure of payments as per the payment schedule.

16. The proposed Purchaser is fully aware of the total cost he/ she/ they has/ have to pay for buying the Flat, along with registration charges, service tax, stamp duty, VAT and other applicable taxes, if any, and undertakes to make the balance amount on due dates, without fail, if opts to buy. The said VAT and Service Tax shall be subjected to the change in taxes as per State Government and Central Government.
17. The proposed Purchaser shall always allow the PMRDA Authorities or any other concerned authority for the purpose of drainage, water health, MSEDCL etc. and shall have no claim in respect thereof. All such easement rights are presumed to be given to PMRDA Authority and other local authorities by the Developer.
18. Developer will be applying to the concerned authorities for giving separate water connection for the scheme and electricity meters and connections for MSEDCL supply connections from the concerned department. If the said Authorities / Departments fail to supply water to the said project within reasonable time then in such case the Developer may provide water supply through a sub meter or may arrange the supply of water through any other temporary arrangement due to which or if there is improper supply of water the Developer shall not be held responsible for the same and the proposed Purchaser hereby consents for any temporary arrangement that may be made, determined & decided by the Developer. In case the concerned Authority fails to supply the water to the said project then the temporary arrangements for supply shall become permanent arrangement and the proposed Purchaser/s shall pay the charges for the same at actuals as may be decided by the Developer. If the MSEDCL / concerned Authority fails to supply electrical connection and electricity to the said project within reasonable time then in such case the Developer may provide electrical supply through a sub meter or may arrange the supply of electricity through any other temporary arrangement due to which or if there is improper supply of electricity the Developer shall not be held responsible for the same and the proposed Purchaser hereby consents for any temporary arrangement that may be made, determined & decided by the Developer. The proposed Purchaser shall be liable to pay charges for the said facilities at actuals. The Developer shall be entitled to deduct any dues of such proportionate or entire charges payable by the Proposed Purchaser for the above mentioned expenses from maintenance deposit or any deposit accounts for which the Proposed Purchaser/s hereby give/s consent.
19. The Purchaser before applying for option to buy has been informed and is aware of all the facilities & amenities which shall be provided in the Project as under:
 - Staircase of the Building (excluding basement staircase) including the floor landing and the mid-landing, for the purpose of ingress and egress.
 - Common Passages.
 - Overhead Water Tank.
 - Common Top Terrace.
 - Common Plumbing Line.
 - Common Lights
20. The proposed buyer needs to submit all the documents for loan as well as for documentation purpose within 7 days from the date of Option to buy.
 - a. 4 Passport Size Photograph.
 - b. Residential Address Proof (Ration Card, Rent Agreement, Passport, Electricity Bill)
 - c. Photo Identification Proof (Aadhar Card, Pan Card Copy)*
 - d. Last 3 months Salary Slip and Bank Statement (In case of Salaried)
 - e. Income Tax returns and one year bank Statement & Shop Act License (In case self-employed).
21. The Purchaser agrees to timely receive any relevant communication/ offers via Phone, Emails or SMS.
22. The terms and conditions set out in the Agreement will be final on the Purchaser.

23. Any dispute will be subject to jurisdiction of civil courts in Pune only.

24. The Purchaser hereby agree to abide by all terms and conditions as mentioned above and confirm that the details mentioned in above are true and correct to the best of my knowledge.

I / We have read, understood, accepted and agreed for the above mentioned contents, payment plan, terms and conditions.

Allottee's Signature 1) _____ 2) _____

**FOR M/S BHAGWATI INFRA
(DEVELOPER)**

Mr.....
Senior Executive/Assistant Manager-Sales sign: _____