

" M/S DHAWAN PATIL DEVELOPERS"

Office : Kasba, At Post & Tal. Baramati, Dist- Pune
Proprietor :- Shri. Shahaji Ramrao Dhawan,
Mobile No. 9960393112 Email I.D. dhavanpatil3112@gmail.com

Date : / /2017

:: LETTER OF ALLOTMENT ::

To,

Mr. _____

R/o- _____

Subject : Allotment of Residential Unit/ Apartment /Flat No.
_____, in the Building known as "YAMUNA VIHAR
WING-C" in WING-C project Forever, situated at N.A.
Plot No. 6 (SIX), admeasuring 392.70 sq.mtrs out of
Survey No. 43/4/A/1 of Kasba, Tal-Baramati, Dist-
Pune

This is to confirm that, we have agreed to allot/sale Residential Unit/
Apartment /Flat No ---- admeasuring ----- SQM carpet area in our scheme called
"YAMUNA VIHAR WING-C" situated at N.A. Plot No. 6 (SIX), admeasuring
392.70 sq.mtrs out of Survey No. 43/4/A/1 of Kasba, Tal-Baramati, Dist-Pune to
Mrs. ----- for total consideration of Rs. ----- .
We confirm that , we have obtained necessary approvals, sanctions for the
construction of the said building from all the concerned competent authorities and
the construction of the building as well as of the flat is in accordance with
approved plans . We have not made any sub-divisions in the Residential Unit/
Apartment /Flat after the plans have been approved by Sub Divisional Officer,
Barmati & Town Planner, Baramati. The Residential Unit/ Apartment /Flat is
made for residential purpose as per the sanctioned plan. The Residential Unit/
Apartment /Flat will be subject to the provisions of the Real Estate (Regulation
and Development) Act, and the Rules and Regulations framed.

However the allottee herein is required to enter into an Agreement For Sale of
the said flat with Promoter within 30 days from the date of allotment letter.

FOR

M/S DHAWAN PATIL DEVELOPERS .

I / We confirm and accept

PROPRITOR

ALLOTTEE/ PURCHASER

" M/S DHAWAN PATIL DEVELOPERS"

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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 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 proforma Agreement for Sale being employed by us for sale of Flats 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 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 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 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 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, make next payments to the "DHAWAN PATIL 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 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, the Allottee shall be deemed to be in default. In the event of such default, the "DHAWAN PATIL 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 "DHAWAN PATIL DEVELOPERS" shall have the option to cancel the allotment of the Unit/ Apartment/ Flat, 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 (s) shall stand immediately terminated and the Allottee shall have no right whatsoever with respect to the Unit/ Apartment/ Flat(s), save and except the right to receive Refund Amount as per (b) below.
- b) All amounts paid to the "DHAWAN PATIL 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 "DHAWAN PATIL 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 "DHAWAN PATIL DEVELOPERS" the deficit amount of Liquidated Damages.
- c) The payment of Refund Amount shall be made through -----Bank, Branch Baramati in 12 equal monthly installments. 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 any time from the "DHAWAN PATIL DEVELOPERS" after giving advance notice in writing of at least 3 working days.

10) All overdue payments shall attract interest at 12% 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 "DHAWAN PATIL 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 "DHAWAN PATIL 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 "DHAWAN PATIL DEVELOPERS" shall endeavour to make available the Unit/ Apartment/ Flat for Possession (for fit outs) by 25th Nov., 2017 ["Date of Offer of Possession (for Fit Outs)"] (with a grace period of 06 (Six) 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 "DHAWAN PATIL 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(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 "DHAWAN PATIL 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 "DHAWAN PATIL 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 "DHAWAN PATIL DEVELOPERS" shall be entitled to proceed as per the provisions of this Allotment Letter.

15) The Allottee hereby agrees that the "DHAWAN PATIL DEVELOPERS" shall be entitled to recover / set off / adjust from the amounts if any, payable by the Allottee to the "DHAWAN PATIL 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 "DHAWAN PATIL DEVELOPERS" and the arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

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

Warm Regards,

For "DHAWAN PATIL DEVELOPERS"

(Proprietor)

" M/S DHAWAN PATIL DEVELOPERS"

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:: ANNEXURE – A ::

Stages / Payment Schedule :-

Paid before Execution of this Agreement	10.00%
At the time of booking of the total consideration	20.00%
on completion of the Plinth of the building	15.00%
On Completion of 1st Slab above the Plinth	05.00%
On Completion of 2nd Slab above the Plinth	05.00%
On Completion of 3rd Slab above the Plinth	05.00%
On Completion of 4 th Slab above the Plinth	05.00%
On completion of the walls, internal plaster, floorings of the said Apartment	10.00%
On completion of the Sanitary fittings, staircases, lobbies upto the floor level, doors and windows of the said Apartment.	10.00%
On completion of the external plumbing and external finishing, elevation, terraces with water proofing, of the building	05.00%
on completion of the water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, if any specified, of areas appertainant and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Apartment is located	5.00%
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%

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- All applicable Government Taxes and Levies including Service Tax, MVAT/ GST shall be payable as and when demanded by the "DHAWAN PATIL DEVELOPERS"
- The Consideration Value paid by the Allottee to the "DHAWAN PATIL 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.
- 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 "DHAWAN PATIL 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 Common Annual Maintenance Charges (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 "DHAWAN PATIL 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.
- 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 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 "DHAWAN PATIL DEVELOPERS" payable at Baramati, Dist- Pune.

Bank Details :

Current Account No :

IFS Code :.....

MICR Code :

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:: ANNEXURE- D ::

SCHEDULE OF SPECIFICATIONS

1) STRUCTURE

- A) RCC Structure.
- B) External wall with Sand Faced Plaster with Ace Paint.
- C) Partition Walls in Brick with Neeru Finish Plaster.

2) FLOORING & DADO

- A) 600 X 600 MM Vitrified tiles for flooring & 75 mm height skirting for Living/Passage, Kitchen, Bed Rooms.
- B) Non skid flooring in Bathroom.
- C) Colored glazed tile dado up to full level in all Bathroom and Toilets.

3) KITCHEN

- A) Granite top kitchen platform, with S.S. Sink Glazed tile dado upto Lintle level.

4) TOILETS

- A) CPVC Concealed plumbing with Hot and Cold arrangement in Toilets.
- B) Standard Make C P fittings.

5) ELECTRIFICATION & CABLING

- A) Concealed copper wiring with modular switches in all flats.
- B) Provision of TV point in living Room.
- C) Provision of Electrical Points for water purifier and fridge.

6) DOORS

- A) Main Door fiber coating with decorative sheet frame with handles and door stopper.
- B) fiber coating door with for bedrooms as well as PVC door for toilets & bathroom.

7) WINDOWS

- A) Aluminum powder coated sliding windows with Mosquito Net and duly Oil Painted M.S. grills. (Excluding Toilet Windows).
- B) Aluminum louvered windows for all toilets.
- C) Balconies & Private Terraces : fiber coated doors.

8) PAINTING

- A) Oil Bound Distemper for all internal walls and ceilings.
- B) Ace Paint from Outside.
- C) Oil Bound Distemper Paint above Lintel level for toilets.

9) COMMON AMENITIES

- A) Compound wall, main entrance gate with security cabin.
- B) Common lights.
- C) LED fixtures for common Area.
- D) Stone for staircase treads, risers.
- E) Internal driveways in concrete and shoulders in Paver Blocks.
- F) Rain water harvesting for entire project.
- G) RCC Structure, Column, Beam, Slab, Terrace, Staircase
- H) Bore well with Electric Motor.

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:: ANNEXURE- E ::

CUSTOMER INFORMATION FORM

Applicant's Name :

1) _____

Age : Year's, Occupation :-

PAN No : _____

Address : _____

Pin Code _____

Mobile No. _____

Email _____

2) _____

Age : Year's, Occupation :-

PAN No : _____

Address : _____

Pin Code _____

Mobile No. _____

Email _____

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

Bank Name _____

Committed Date of Agreement : _____

PROJECT : "YAMUNA VIHAR WING-C"

Building No. :

Flat/ Shop No. :

Request Date : ..

--2 --

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/Apartment No. _____ Building No. _____ Carpet _____ Sq. Mtrs.
Open Terrace _____ Sq. Mtrs. Dry Balcony _____ Sq. Mtrs. Encl. Balcony
_____ Sq. Mtrs.
Agreement Value Rs. _____
Parking Details: _____
Security Deposit Rs. _____

