

ALLOTMENT LETTER

Dated :

To,.....

Dear Sir/Madam,

Re: Allotment of Flat/Shop No. _____ on the _____ floor, in the building named/No..... as (“Flat”), in the project “ ANANDAM”,

We refer to your Application Form dated _____ (“Application Form”) and are pleased to inform you that we have allotted you the Apartment/Flat subject to the following terms and conditions:

- (1) All definitions, terms and conditions set out in your Application Form, including payment schedule and all Annexures annexed thereto shall be deemed to have been reproduced hereunder and binding on you.
- (2) The Sale Consideration payable for the Apartment/Flat is Rs./- (Rupeesonly) as set out in the Application Form.
- (3) We acknowledge the receipt of the.....% being part of Earnest Money. The balance amount of the Sale Consideration shall be paid by you in accordance with the payment schedule as annexed to the Application Form, time being the essence of this transaction.
- (4) Please note that terms of the allotment of the Apartment/Flat are binding on you from the date hereof. Further, you shall execute/sign and submit to us the duplicate copy of the duly signed Allotment Letter within (.....) days of the date hereof. You are required to send us the duly signed Allotment letter within the timelines mentioned herein but in any case, it shall be deemed that you have accepted the allotment of the Apartment/Flat on the terms and conditions as specified in this Allotment Letter.
- (5) Please note that you shall pay the requisite stamp duty and registration charges and register the Agreement for Sale within (.....) days from the date hereof, failing which, we are entitled to charge Interest as mutually agreed under the terms of the Application Form. Without prejudice to our right to charge Interest, in the event you fail to come forward for registration of the Agreement for Sale or pay the stamp duty as required, within the timelines stipulated above, we at our sole discretion reserve our right to cancel this Allotment Letter / Application Form and forfeit the amounts as per the terms mentioned in the Application Form.
- (6) Please further note that the Agreement for Sale contains detailed terms and conditions of the sale of the Apartment/Flat in your favor. A draft of Agreement for Sale has been uploaded on MahaRERA portal for your reference. Further, in the event of any contradiction between terms of either of the documents, the terms and conditions embodied in the Agreement for Sale shall prevail.

Thanking you,

Yours sincerely,

For A B Constructions

Authorized signatory

AGREEMENT FOR SALE

[See rule 9]

This Agreement for sale entered into at Akola on ____ day of _____ 202____

BY AND BETWEEN

M/s A B Construction, (PAN ABVFA1074E)

a partnership firm registered under the Indian Partnership Act,1932, having its principal place of business at Ground Floor, Devsar Heights, Ram Nagar, Akola- 444001, represented by its authorized Partner/s-

i) i) _____, Age- ____; Occp.- _____

hereinafter referred to as the “**PROMOTER**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

AND

Mr. / Ms. _____,

(Aadhar no. _____) (PAN _____)

Aged about _____, residing at _____

hereinafter called the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The Promoter and the Allottee/s shall hereinafter be either collectively referred to as “Parties” and/ or individually as “Party”.

WHEREAS, the Promoter is the absolute and lawful owner of Plot admeasuring **8222.5 Sq.ft. (764.16 Sq.mtrs.), bearing Layout Plot no. 75 from Field Survey no. 28/1 of Mouje Malkapur, Tq. & Dist. Akola,** more fully described in **Schedule A** hereunder, hereinafter referred to as **“Said Plot”**, as purchased vide sale deed bearing doct. sr. no. 4845/ 2021 dt. 10.08.2021 registered at the office of the Sub-Registrar Akola; and

WHEREAS, the Promoter has formulated a scheme for developing a commercial cum residential Apartment by name **“ANANDAM”** comprising of single Building having Ground + 4 Floors, consisting 04 Shops on the Ground Floor and 04 Flats on each of the Four upper Floors i.e. total 16 Flats with amenities and facilities (herein after referred to as **“said Project”**) over the said Plot; and

WHEREAS, the Promoter has obtained requisite sanctions, authorizations, consents, no objections, permissions and approvals from the appropriate authorities for construction and development of the said Project vide Case no. 14/429/2020-21 Dt. 31.08.2020, the copies of which are annexed herewith ; and

WHEREAS, the Promoter has registered the Project under the provisions of the Real Estate (Regulation And Development) Act 2016 with the Real Estate Regulatory Authority at _____ on dt. _____ under registration No. _____]; and

WHEREAS, the Allottee has already scrutinized / verified all sanctions, authorizations, consents, no objections, permissions and approvals issued by the appropriate authorities and is satisfied with the title and statutory compliance with regards to the said Project; and

WHEREAS, the Allottee is desirous of owning an apartment in the said Project and has accordingly offered to purchase a Flat/ Shop numbered as _____ situated on the _____ Floor, having approx. Carpet Area _____ Sq.mtrs.,

which is more particularly described in the Schedule-B below, alongwith proportionate undivided share in the said Plot, hereinafter referred to as **"Schedule B Property"**; and

WHEREAS, the Promoter has agreed to transfer the Schedule B property in favour of the Allottee subject to the terms recorded hereunder; and

WHEREAS, the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Plot on which said Project is to be developed have been completed; and

WHEREAS, the Parties have decided to reduce the terms and conditions mutually agreed upon into writing, **BEING THESE PRESENTS**

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Promoter agrees to transfer and convey the Flat/ Shop bearing no. _____ having Carpet Area _____ situated on the _____ floor of the said project named **"ANANDAM"**, more particularly described in the Schedule-B below, in favour of the Allottee for a sum of Rs. _____ (In Words) to be paid by the Allottee to the Promoter as per the schedule of payment mentioned in **Schedule C** hereunder. The said Price is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, Local Bodies/Government from time to time. The said Price also excludes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Promoter) up to the date of handing over the possession of the Flat/ Shop.

2. The Promoter shall construct the said building consisting of Ground + 4 upper floors on the said land in accordance with the plans, designs and specifications approved by the concerned local authority, the inspection of which has already been given to the Allottee. The Promoter shall also be entitled to modify the said plans from time to time, however it shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Flat/ Shop of the Allottee except for any alteration or addition required by any Government authorities or due to change in law.

3. The Promoter shall give possession of the Property described in **Schedule B** to the Allottee on or before..... day of20____. The Promoter shall however be entitled to reasonable extension of time for giving delivery of Schedule B Property on the aforesaid date, if the completion of building in which the said Flat/ Shop is to be situated is delayed on account of - (i) war, civil commotion or act of God; (ii) any notice, order, rule, notification of the Government and/or other public or competent authority/court. Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Schedule B Property to the Allottee. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her under the Agreement.

4. If the Promoter fails to abide by the time schedule for completing the project and handing over the Schedule B property to the Allottee, the Promoter agrees to pay to the Allottee interest as specified in the Rule, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession. Similarly the Allottee agrees to pay to the Promoter, interest as specified in the Rule, on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee(s) to the Promoter.

5. In case of unreasonable delay on the side of the Promoter in completing the project, the Allottee may choose to claim refund of the amount deposited by him/ her alongwith interest as per rules. So also upon the allottee committing three defaults of payment of installments, the Promoter without prejudice to its rights of claiming interest, may even choose to terminate this Agreement: Provided that the Promoter shall give a 15 days notice to the Allottee mentioning the specific breach in respect of which it intends to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement.

6. The Promoter doth hereby covenant with the Allottee that the property agreed to be conveyed and transferred by the Promoter to the Allottee is free from all encumbrances and defects in title and that the Promoter have full and absolute power to convey and transfer said property described in Schedule-B.

7. That the Promoter hereby further covenant with the Allottee that the Promoter shall not encumber, create a charge over or otherwise deal with the property described in the Schedule 'B' hereunder or any part thereof in a manner contrary to the terms of this Agreement. The Promoter hereto shall not enter into any agreement in respect of the property described in Schedule 'B' hereunder with any other person/s during the subsistence of this agreement.

8. The Allottee without the prior written consent of Promoter shall not have the right in any way to assign or transfer the interest under this Agreement at any time before registration of Sale/ Conveyance deed for the Schedule 'B' property. The Allottee hereby agrees that the assignment of the Allottee's right under this agreement to any third party is subject to the prior written permission of the Promoter and further agrees to pay to the Promoter an Assignment fee of _____% of Total Price.

9. The Parties hereto agree and confirm that the execution and registration of the Sale Deed envisaged for conveyance of the Schedule B property to the

Allottee shall be completed only on receipt of all monies due from the Allottee to the Promoter under this Agreement as well as other agreements, if any, executed between the Parties under the scheme of development.

10. The Allottee shall come forward for registration of this Agreement, at the request of the Promoter and all stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for registration of this Agreement and the sale deed in future, including additional stamp duty, if any, registration fee or any other charges that may be demanded by the appropriate authority present and future shall be borne to by the Allottee.

11. In the event of the Allottee failing to pay the aforesaid sums, in the manner provided in Schedule C or cancel/withdraw from the Project except for the default of the Promoter, then the Promoter at its discretion after due notice of 15 days to the Allottee is entitled to cancel this Agreement and re-allot Schedule B property to another party and the Allottee shall thereafter have no right, interest or claim over the Schedule B property. Consequent to such termination, subject to deduction of the booking amount, the Promoter shall refund the monies collected from the Allottee within 45 days of such cancellation without interest, simultaneous to the Allottee executing necessary cancellation of the Agreement.

12. That the Promoter shall pay land taxes, levies, rents, public charges and other payable in respect of the property described in Schedule 'B' hereunder upto the date of Registration of the sale deed or delivery of possession of the Schedule B property to the Allottee, whichever is earlier. The Allottee shall be liable to pay the said taxes, rates, levies, etc., from the date of registration of Sale Deed or delivery of possession of the Flat/ Shop to the Allottee, whichever is earlier.

13. The Allottee shall take possession of the Flat/ Shop within 15 days of the written notice from the promoter to the Allottee intimating that the Schedule B Property is ready for use and occupancy: Failure of Allottee to take

Possession of Schedule B Property: Upon receiving a written intimation from the Promoter, the Allottee shall be liable **to bear and pay the proportionate share of outgoings in respect of the said project .**

14. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

15. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post/ e-mail/ courier at their respective addresses mentioned in the clause title. It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement by Registered Post failing which all communications and letters posted at the address mentioned in the clause title shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

16. That in case there are joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

17. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

18. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

19. If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement

20. This Agreement may only be amended through written consent of the parties.

21. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws for the time being in force.

23 The execution of this Agreement shall be completed only upon its registration at the office of the Sub-Registrar Akola.

24. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Akola in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee/s :

(1)

(2)

At on in the presence of WITNESSES:

1. Name & Signature _____

2. Name & Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED PROMOTER:

(1) **M/s A B Construction**, through Partner/s-

i)

WITNESSES:

1) Name & Signature _____

2) Name Signature _____

SCHEDULE – A

(Description of the Plot)

The property situated within the limits of Akola Municipal Corporation, at **Mouje Malkapur**, R.S.D., R.D., Tq. & Dist. Akola, bearing **Field Survey no. 28/1**, which converted into non-agricultural residential Layout by name **“Nityanand Nagar”** by S.D.O. Akola in Rev. Case no. 62/2/1962-63 decided on 28.08.1984, out of which **Layout Plot bearing no. 75** having dimensions- Eastern side 100 Ft., Western side 130 Ft., Northern side 78 Ft. and Southern side 65 Ft., having **Area 8222.5 Sq.ft. (764.16 Sq.mtrs.)**, which is bounded as under :-

To the East	:-	Service Lane,
To the West	:-	Layout Plot no. 76,
To the North	:-	15 Ft. wide Service lane,
To the South	:-	30 Ft. wide Road.

SCHEDULE – B

(Description of Flat alongwith undivided share in Plot hereby agreed to be conveyed to the Allottee)

- i) Flat no. :-
- ii) Floor :-
- iii) Building name :-
- iv) Carpet Area :-
- v) Saleable Area :-
- vi) Undivided Share in Plot :-
- vii) Four Boundaries :-

To the East	:-
To the West	:-
To the North	:-
To the South	:-

SCHEDULE "C"

**Schedule of payments to be paid by the Allottee to the Promoter
for delivery of SCHEDULE "B" PROPERTY:**

1. Rs. _____/- paid at the time of Booking on _____
2. Rs. _____/- immediately upon execution of the present agreement.
3. Rs. _____/- payable at the time of registration of conveyance deed.

ANNEXURES

1. Title Verification Cum Search Report
2. Property Card
3. Commencement Certificate & Approved Building Plans
4. Floor Plan.