

Letter Of Allotment

July __, 2017

To

Re: Premises bearing no _____ admeasuring about _____ sq ft (carpet area) _____ on the _____ floor of the building to be known as _____
-MAHALAXMIDHAM CO-OP HSG SOC
LTD situate at Village : DASAK bearing
Survey No. 61/3 of Plot No. 3 ("Premises")

.....

Madam/Dear Sir

1 Upon your depositing with us a sum of Rs _____/- (Rupees _____ only) by your cheque bearing no _____ dated _____ 20____ drawn on _____ Bank _____ Branch we hereby allot to you the above Premises on ownership basis for the lumpsum consideration of Rs _____/- (Rupees _____ only).

2 The consideration shall be payable by the installments which will commensurate with the progress of construction as shall be setout in the common form of Agreement for Sale of the premises in the above Building.

3 In case you opt to pay the consideration through loan and subsequently the loan is not granted or delayed for any reason whatsoever, the consideration shall be paid by you as per schedule of the Agreement for Sale. However, non-release of bank loan on delay in disbursement of loan to you shall not be a ground for delay in making payment as per the payment schedule. The payment schedule shall not be altered in such a contingency. In case of any delay in payment as aforesaid you shall be liable to pay to us the interest at the rate of ____% p.a. on such delayed/unpaid amount from the due date of such payment till date of such payment is made together with interest as stated hereinabove.

4 Over and above the consideration contained herein you will be liable to bear and pay the share subscription, legal charges for the agreement, development charges, deposits and expenses as well as six months advance maintenance / outgoing charges as provided in the Agreement which shall not exceed Rs _____/-. The same will be paid by you before taking possession of the Premises. After six (6) months of possession of the Premises being offered/ handedover to you, you will periodically and promptly bear and pay the proportionate municipal taxes and/or the increases levied by the concerned local authority cesses dues duties maintenance charges and other outgoings in respect thereof.

5 In case of any default being committed by you in making payment of any amount or otherwise without prejudice to your other obligations and liabilities that may arise in that event you shall be liable to pay and do

hereby irrevocably agree and undertake to pay to us, the amount payable alongwith the interest calculated thereon from the due date of such amount till the date of its payment. The rate of interest shall be calculated as per the provisions of Rules 18/ Chapter IV of the Rules We will have a first lien and charge on the above Premises agreed to be purchased by you in respect of any amount remaining unpaid by the you in respect of the above Premises.

6 Over and above the consideration herein contained you will be liable to bear and pay the share subscription, legal charges for the agreement, legal charges for formation of the organization, development charges special amenities charges, deposits and expenses. The same will be paid by you as and when called upon by us. Upon possession of the above Premises being offered/ handedover to you, you will periodically and promptly bear and pay the proportionate municipal taxes cesses dues duties maintenance charges and other outgoings in respect thereof.

7 The Agreement for Sale in common form when executed shall be subject to the provisions of the Real Estate (Regulation & Development) Act 2016 ('Act') and the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agreements, Rates of Interest and Disclosure on Web site) Rules 2017 ('Rules') made thereunder. We shall execute the same in your favour upon you affixing the proper stamp duty on such Agreement. You will get the same registered with the Competent Sub-Registrar. All the costs charges and expenses in that behalf shall be borne and paid by you.

8 You declare and confirm that in case of joint allotment, failure to pay by either of purchasers shall be deemed as failure to pay by both and you shall be treated as one single person for the purpose of this Allotment and both shall be liable for the consequence jointly as well as severally.

9 You have sought detailed explanations and clarifications from us and we have readily provided the same. You have perused/caused to be studied all the title deeds documents and other papers in respect of the above Premises and otherwise satisfied yourself as regards our title to the above Plot. You shall not raise any further requisitions in that behalf.

10 You acknowledge that we have readily provided all documents, information and clarifications as required by you in relation to the Premises. You informed us that you have sought professional advise and satisfied yourself as regards our title to the Plot and the plans and sanctions to construct the Building. You have read and understood all limitations and obligations in respect thereof and have accepted the same. You have not relied upon or been influenced by any marketing or sale plans, sale brochures, advertisement, representations, warranties, statements or estimates of any nature whatsoever whether written or estimation of the facilities and amenities to be made available or any other data except as represented herein and that you have relied solely on your own judgment in deciding to purchase the Premises.

11 You hereby consent to the amendments to the building plans that may be made in the future to utilize additional or further FSI and/or TDR on the above Plot However your prior consent in writing shall be obtained in respect of variations or modifications which may adversely affect the

above Premises except any alterations or additions required by any Government authorities or due to change in law.

12 You agree that it will be your sole responsibility to update your contact information with us in writing, failing which all demands, notices, etc. by us shall be mailed to the address given herein and deemed to have been received by you. In case of joint purchasers communication sent to the first named purchaser herein shall be deemed to have been sent to all the purchasers. If no communication is received from you within thirty (30) days from the date hereof or from the date of last communication, it will be your sole responsibility to revert to us, clarifying latest status and updates and requests for demand letters. All communications will be issued to you through Registered Post or Courier or e - mail, as applicable and such communication will be treated by you as an official communication. Any such returned communication due to any reasons, will be deemed as received by you and you agree to abide by the contents of the communication.

13 You expressly agree that your name as mentioned herein will be mentioned in the Agreement for Sale and the same shall be registered in your favour only. Such Agreement for Sale to be entered/executed/registered between us shall not be assignable. No transfer shall take place provided you make the full payment of the consideration of the Premises as also the payments of proportionate share towards development charges, betterment charges, municipal property taxes, non-agricultural assessment charges/ taxes / rate etc. and outgoings together with compensation, interest, the said taxes, as and when payable as provided herein and under the Agreement for Sale, that may be levied or become payable and as determined by us in respect of the Building and/or the Premises, as the case may be, as and when it becomes due and payable, and comply with all obligations as stated herein and under the Agreement for Sale in pursuance hereof, as and when due and demanded.

14 Notwithstanding what is stated herein, in the event if you intend to sell/ transfer the Premises and/or your rights under this Allotment letter then we shall have first right of refusal over the same.

15 You have fully read and understood the terms and conditions as stated herein and agree to abide by the same. You further agree and understand that the terms and conditions given above are indicative in nature with a view to acquaint you with the terms and conditions as shall be comprehensively set out in the Agreement for Sale which shall supersede the terms and conditions set out herein.

16 You hereby expressly agree that this writing is merely a letter of allotment and is not and does not purport to be an Agreement for Sale and the rights and obligations shall become effective only on execution of the Agreement for Sale, though obligations to pay the consideration amount shall commence from the date hereof, irrespective of whether the Agreement for Sale has been executed or not.

17 The rights and obligations of the parties arising hereunder shall be construed and enforced in accordance with the laws of India for the time being in force and the courts at Mumbai alone will have the jurisdiction.

18 You shall bear and pay the stamp duty registration charges Service Taxes VAT GST as may be applicable and all such and any other statutory taxes dues duties or payments which may be levied by Central Government State Government or local authorities payable directly or indirectly or remotely at present or in future on the Agreement for Sale in respect of the Premises.

Please confirm.

Yours faithfully
For First Stone

I/We accept and confirm
()

Designated Partner

Lo-first stone

Zone No.

Govt. Valuation Rs.

Reg. Fee Rs.

Consideration Amt. Rs.

Stamp Rs.

|| SHREE ||

:: AGREEMENT FOR SALE ::

THIS AGREEMENT FOR SALE made and executed on this
 ____ day of _____ 2017 at Nashik Road.

BETWEEN**MAHALAXMI DHAM CO-OP. HSG. SOCIETY LTD.**

**Vaishali Nagar, B/H Pinto Colony, Old Salkheda Road,
 Dasak, Jail Road, Nashik Road.**

A registered under Maharashtra Coop. Soc. Act 1960.

its Regd. No. NSK/NSK/HSG/(TC)/5478/2012 dtd. 28/12/2012

through its Chairman

SHRI. SACHIN LAKHAMSHI DHOLU

Age 26 yrs; Occ : Business,

R/o. 14, Vishnu Chaya Society, Takale Nagar,

Old Adgaon Naka, Panchavati, Nashik.

Hereinafter referred to as **Vendor/Transferor** (which expression
 shall wherever the context requires of permits mean and include
 the said Society and their executors, administrators, successors &
 assigns) of the **FIRST PART**.

AND**Mr.**

Age ____ yrs; Occ :

R/o.

PAN-

Hereinafter referred to as **Purchaser/Member** (which expression shall wherever the contents requires of permits mean & include his/her/their heirs, executors, administrators, successors and assings) of the **SECOND PART**.

AND WHEREAS Purchaser has applied to the society for membership and showing the willingness to purchase the **Flat No. C-** on _____ Floor after scrutiny of the application and the data given in the application by member and the managing committee of society made a resolution to enroll the purchaser as a member and allotting the abovesaid Flat No. C- to him. So on behalf of society the vendor as a chairman hereby agreed and regd. this agreement to sale in favour of purchaser.

AND WHEREAS the said plot properties which has been described in Schedule-I is in the possession of **MAHALAXMI DHAM CO-OP. HSG. SOC. LTD. NASHIK ROAD** and the said society has purchased the said property from original land owner by sale deed, this Sale Deed is Registered in the office of Sub-Registrar, Nashik-2 vide Sr. Document No. 5669/2013 and the name of society has been enrolled in the records of right. The abovesaid society has been regd. under Maharashtra Coop. Society Act 1960 vide its registration No. **NSK/NSK/HSG/[TC]/5478/2012** dtd. 28/12/2012.

AND WHEREAS Deputy Collector of Nashik granted necessary N.A. Use Permission to the said property of land vide Letter No. Maha/Kaksha-3/4/N.A.Order No.114/2010 DTD. 18/10/2010.

AND WHEREAS the Final Layout has been sanctioned by Asstt. Director, Town Planning Department, Nashik Municipal Corpn., Nashik vide its order letter No. Javak No/Nagarachana Vibhag/ Final/13/2012 dtd. 06/10/2012.

AND WHEREAS the party of the first part is owner of Plot No. 3 to 7 out of S.No. 61/3 and got sanctioned building plan of Plot No.3.

Out of the said plots the said Society decides to construct a building Type No. 'C' on Plot No. 3. And the said society **MAHALAXMI DHAM CO-OP. HSG.SOCIETY LTD.** through its chairman started a construction on Plot No. 3 of said plots property and the building plan sanctioned by Nashik Municipal Corporation vide its letter No. **LND/BP/C-4/34/549** dtd. **01/06/2015**. And thus the Vendor has obtained all necessary permissions and approvals for carrying out construction work upon the said property to be developed by the vendor is particularly shall be known as **MAHALAXMI DHAM CO-OP. HSG. SOC. LTD.**, having Building Type 'C' wing on ____ Flats. The building is constructed to Ground + ____ floor & Ground floor will be only parking facility.

AND WHEREAS after scrutinizing the legal documents of society & after full satisfaction the Purchaser has applied to the society for membership and showed willingness to purchase the Flat No.C- on ____ Floor, adm. Carpet area **Sq.ft. i.e.**

Sq.Mtrs. After scrutinizing the application and the data given by member, the managing committee of society made a resolution to enroll the purchaser as a member and allotted the said Flat No.C- to him. So on behalf of society the vendor as a chairman hereby agreed and regd. this agreement to sale infavour of purchaser. Description of abovesaid flat property is given in Schedule-II.

AND WHEREAS the consideration of abovesaid flat has been fixed by the Vendor and Purchaser is **Rs. /-** (In words **Rs. only**) and the member has paid **Rs. /-** (**Rs. only**) by CASH. And remaining Amt. of **Rs. /-** (**Rupees only**) are to be paid by the purchasers within the **FOUR** month from the date of execution of this agreement by taking a loan from any Financial Institution or by way of his own contribution.

**NOW THIS AGREEMENT WITNESSES AS HEREIN AND IT IS
HEREBY AGREED BY & BETWEEN THE PARTIES AS UNDER :**

1. The possession of the said flat shall be given on receipt of full and final amount of consideration. All the expenses towards the loan are paid & born by the member. And all the installments of the loan shall be paid by the member alone. Society shall be in no way responsible for the loan, installment, & interest amount.
2. That this Agreement is made subject to the Provisions of Maharashtra Co-operative Societies Act, 1960. And the member has read over all the bye-laws, terms & rules framed by the society and they are accepted and shall remain binding on the member.
3. That the address for sending Notices, Letters will be binding on you and the correspondence shall be made with the member by the society on the detailed address given by the member as below :-
Mr.
P/o.
4. If purchaser fails to pay the above said amount in time, then he will have to bear 20% per annum default interest as charge by the vendors on default amount, for the further 15 days, thereafter this agreement shall stand terminated with immediate effect and the part consideration paid shall be forfeited by the vendors. In such case, the purchaser shall accompany the vendors to be Sub-registrar's office to register the cancellation deed without raising any objection or claim. Thereafter, Purchaser shall have no right to title, interest or claim or demand or dispute of any nature whatsoever either against the vendors and/or the building or against the said premises or against the said property and the Party of the First Part (Vendors) shall be entitled to sell and/

or dispose off the said premises to any other person/persons as they may desire.

5. That the Vendor / Transferor declare that the said property and the premises hereby agreed to be transferred belongs to them absolutely and that the same are free from any encumbrances. And the same is not under aquisition or requisition.

6. That the Sale/Transfer Deed will be completed at the earliest on completion of the agreement for transfer, the Vendor/ Transferor and all the necessary parties and, if any, shall execute the Sale Deed and all the assurances in favour of the Transferee. The Transferee's title agreed to be given shall be prepared by the Transferee's Advocate and approved by the Transferor's Advocate.

7. That the Vendor / Transferor will hand over the possession of the said flat on receipt of full & final payment only. After handing over possession of said flat the member shall pay regularly the maintenance, Municipal Tax & other charges proportionately.

8. The member shall not sub-let the said flat without prior written permission of society. And also shall not create any charge on the said flat without prior written permission from society.

9. The member shall not claim any right, title, interest on society's common staircase, Lift, common terrace, compound wall etc. He may use the same commonly.

10. There is common Drainage & other facilities. The society shall maintain the same commonly & all member shall pay proportionately & shall not object the same & shall co-operate the society in maintaining the common areas & facilities.

11. That the society shall construct the best quality construction at its best. But due to change in weather there may be cracks in

wall & leakage problem. The society shall not be held responsible for the same.

12. That the society shall provide the amenities which are mentioned in Schedule-III as follows.

If the member wants extra amenities then he shall have to pay separately for the same.

13. After Sale Deed the member shall not use the said flat for other purpose other than as residential premises and shall not use the said flat for any immoral purpose and shall not cause any nuisance or annoyance to the occupants of the building.

14. All the expenses towards the registration of this Agreement & Sale Deed of said flat such as - Stamp Duty, Registration Charges, Typing, Xerox, Advocate's fees etc. shall be paid & born by the member only.

15. The member had paid Rs.100/- only towards the Entrance Fees and Rs.500/- towards the Share Capital and shall pay separately Rs. 40,000/- towards the Electric Deposit, Cable Charges, Transfer Premium, Electric Meter, Water Expenses, and also pay Service Tax, VAT, LBT, & all other taxes etc. as may be applicable from time to time in respect of the said flat.

16. That the Purchaser has become the member of **Mahalaxmi Dham Co.op. Hsg. Society**. As per rules of the Stamp Duty Act, 1958 & Registration Act, 1908, the said Agreement is registered with the Jt. Sub-Registrar Class-2 Nasik.

17. U/s. 13 of the said Act, Vendor is required to execute a written Agreement for Sale of the said flat with the Purchaser, being the fact these presence and also to registered the said Agreement under the Registration Act, 1908.

18. All Notices, letters to be served on Purchaser on the address as contemplated in this Agreement shall have deemed to have been duly served to the Purchaser by RPAD at his address specified here in above.

19. This Agreement shall always be subject to the provisions of Maharashtra Ownership Act (Regulations on Promotion of construction, Sale, Management and Transfer) Act 1973. And/or Subject to the Provisions of Maharashtra Co-operative Societies Act, 1960. And the Real Estate (Regulation And Redevelopment) Act, 2016, the rules thereunder and/or any modifications and/or any reenactment thereof and/or the rules or any other provisions of law applicable thereto and hereto.

20. Any dispute between parties shall be settled amicably by appointing Arbitrator as per the provisions of Indian Arbitration & conciliation Act. In Case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the Real Estate (Regulation And Redevelopment) Act, 2016, Rules and Regulations, thereunder.

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 of India for the time being in force and the Nashik Courts will have the jurisdiction for this.

SCHEDULE - I **DESCRIPTION OF PROPERTY**

All that piece and parcel of land of the property within the limit of Nashik and within the limit of Nashik Municipal Corporation and within the limits of Registration and Sub-Registration District of Nashik, of DASAK Shiwar, bearing its Survey No. 61/3, out of Plot No. 3, adm. area 385.35 Sq.Mtrs. + 'D' Zone T.D.R. adm. area 154.00 Sq.Mtrs. which property is commonly bounded as under :

On or towards East : Colony Road & Adj. S.No.61/4
 On or towards West : Adj. S.No. 61/:
 On or towards South : Plot No. 2
 On or towards North : Plot No. 4 & 5 & 6 & 7

All the said properties together with soil, sub soil, casement hereditaments, tenements, etc.

SCHEDULE -II

As per sanctioned building plan of Plot No. 3 all that piece and parcel of constructed premises bearing Flat No. () Carpet area adm. .00 Sq.Ft. i.e. Sq.Mtrs. Consisting of 1 Bed + Hall+ Kitchen + Balcony, WC, Bath etc. on _____ Floor, of Building "TYPE "C" constructed on Plot No. 3 of the building known as **MAHALAXMI DHAM CO.OPERATIVE HOUSING SOCIETY LIMITED**, Nasik Road, which is Registered under Co.Operation Societies Act, 1960, situated on the property described in the Schedule-I, and bounded as under :-

On or Towards East :
 On or Towards West :
 On or Towards South :
 On or Towards North :

SCHEDULE -III (SPECIFICATION & AMENITIES)

1. R.C.C. framed structure.
2. All walls will be of brick missionary.
3. Spartex tiles 2" x 2" flooring in every rooms. Anti Slickest flooring in bathroom colour glazed tiles upto lintel level & in WC up to window sill level.
4. Cooking platform of standard size & height with Green Marble top & steel sink & glazed tiles dado size 8" x 12".
5. Separate Wash Basin with Tap.
6. Each Doors with RCC frames of standard quality
7. Water supply & sanitation items shall be as per ISI mark & standard specifications.
8. M.S. Fabrication Window with two coat oil paint.

9. Each room with OBD internal paint doors. External Cement paint.
10. Eye side and bell on Main Entrance Door.
11. Electrification in casing capping.
- Additional Amenities will be provided at Extra cost.

IN WITNESS WHEREOF the parties hereto have hereunto set & subscribed their respective hands and seals the day, date & year first herein above written.

**SIGNED, SEALED & DELIVERED
BY THE WITHINNAMED VENDOR
MAHALAXMI DHAM CO.OP.HSG.
SOC. LTD. NASHIK ROAD
Through its Chairman
SHRI. SACHIN LAKHAMSHI DHOLU** _____

**SIGNED, SEALED & DELIVERED
BY THE WITHINNAMED
PURCHASER / MEMBER
MR.** _____

WITNESS :

1) _____

2) _____