

ALLOTMENT LETTER

Date: _____

To,

_____ (Allottee Name)

_____ (Address of Allottee)

Dear Sir/Madam,

1. We are pleased to allot you **Apartment/FLAT/UNIT No. _____** on the _____ **Floor** of the Building no. _____ in the project known as "**DIWADKAR LOTUS**" at **Old Diwadkar Wada, Shivaji Chowk, Agra Road, Kalyan -W , Village – Kalyan situated at** CTS No. 2878-A (i.e. CTS Number comprising of the earlier City Survey Nos. 2878, 2879, 2880, 2881, 2882 and 2911) totally admeasuring **4960** square meter out of area admeasuring **1240.50** square meter also along with recreational garden spaces admeasuring **459.00** thus totally admeasuring **1699.50** sq. meters for the use, utilisation and potentiality of floor space index and transferable development rights, staircase floor space index to the maximum extent of **3713.00** sq. meters Tal- Kalyan Dist- Thane and within the limits of Kalyan Dombivali Municipal Corporation , having **Carpet Area _____ sq. mtrs**, equivalent to _____ **sq.Ft.**, as per the definition under the Real Estate (Regulation and Development) Act 2016 **along with deck & enclosed balcony (if any) admeasuring _____ sq. mtrs. which is equivalent to _____ sq. ft. carpet area aggregating to _____ sq. mtrs. which is equivalent to _____ sq.ft. carpet area _____ sq. mtrs.** for total consideration of Rs. _____/- (Rupees _____ Only) excluding proportionate common areas and facilities appurtenant to the Apartment, hereinafter referred to as the **Said Apartment**, along with the benefit to use _____ **Stilt parking/s / Podium parking/s.**

This is to further record and confirm that you have **initially** deposited a sum of Rs _____/- (**Rs. ONLY**) to avail the allotment of the above flat and in addition to the said amount you have also deposited **Rs...../(Rs. Only) towards GST.(or any kind of Government Levies).**

This is to state that you are require to pay **the actual dues as per work progress** after deduction of the above said payment deposited with us immediately after intimation as per the following schedule:-

Sr No.	DETAILS	AMOUNT (PERCENTAGE)	ACTUAL PERCENTAGE
a.	Advance payment or Application fee	not exceeding 10% of the total consideration	10%
b.	After the execution of Agreement	not exceeding 30% of the total consideration	20%
c.	on completion of the plinth of the building or wing in which the said Apartment is located.	not exceeding 45% of the total consideration	15%
b.	on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located.	not exceeding 70 % of the total consideration	25% (DIVIDED INTO NO. OF SLABS)
c.	On Completion of Walls, Internal Plaster, Floorings, Doors and Windows	not exceeding 75 % of the total consideration -	5%
d.	On Completion of Sanitary Fittings, Staircases, Lift Wells, Lobbies	not exceeding 80 % of the total consideration	5%
e.	On Completion of External Plumbing, External Plaster, Elevation, Terraces with Waterproofing.	not exceeding 85 % of the total consideration	5%
f.	On Completion of the lifts, Water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, pavings of the areas appertain and all other requirements as may be prescribed in the agreement.	not exceeding 95 % of the total consideration	10%
g.	On Possession after receiving Occupancy Certificate/ Completion Certificate	Balance amount	5%
	TOTAL		100%

You shall on or before delivery of possession of the said Apartment pay to us/Promoters, the following amounts:-

SR. NO.	WORK STAGE	AMOUNT
I	Share Money Towards Society /Condominium Or Limited Company/ Federation / Apex Body. Individual For Company Application Entrance Fee	Rs. 500/- Rs. 1,000/- Rs.100/-
II	Formation And Registration Of The Society/Condominium Or Limited Company / Federation/Apex Body	Rs.____/-
III	Towards Provisional Contribution On Account Of / Against Outgoings Of Society /Condominium/ Federation / Apex Body	Rs.____/-
IV	Towards Development Charges	Rs.____/-
V	Legal & Documentation Charges	Rs.____/-
VI	Towards The Deposit/Premium / Charges/ Expenses For Procuring And Using Electric, Water, Drainage, Sewerage Connections Etc, Will Be Payable At The Time Of Possession	Rs.____/-
VII	The Future Maintenance Of Internal Layout Roads Recreations Areas Street Lighting Purpose Of Maintenance And Upkeep Of Recreation Areas Other Facilities Promoters Provide Specially For The Allottee/S Of Apartment In The Project	Rs.____/- Rs.____/- Rs.____/- Rs.____/- Rs.____/-
	TOTAL	Rs.____/-

2. We have informed you and you are aware that –
 - i. We are constructing **BUILDING NO.2** hereinafter referred to as the **Said Building**", as a part of layout development of the project named as **"DIWADKAR LOTUS"**
 - ii. The said building no.2 is eligible for permissible TDR of 1556.65 square meter and the said eligible FSI is to be utilized and consumed on the said building no. 2 as per Development Control Rules and sanctioned plan of Kalyan Dombivali Municipal Corporation.
 - iii. The possession of the Said Apartment / Flat / Unit will be handed over to you on or before **31.12.2019** provided that we have received the full purchase price of the Said Apartment/Flat/Unit 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 no delay in issue of Occupation Certificate/ Completion Certificate by the concerned Planning Authority of Kalyan-Dombivali Municipal Corporation 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 hereinabove, 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.
3. That you have fully satisfied himself / herself about the interest and the title of us in the said land on which the Apartment/flat/unit as the part of **"DIWADKAR LOTUS"** project is being constructed and have understood all layouts designs, specifications, salient features, and common facilities etc. and all limitations and obligations in respect thereof and there are no more investigation or objection by you in this respect.
4. The Agreement for Sale of the Said Apartment/ Flat/ Unit, containing the detailed terms and conditions for the sale of the Said Apartment/ Flat / Unit has shown to you and has been approved by you and agreed upon between us, which will be executed immediately by you on payment of ten per cent (10%) of the total consideration of the said Apartment/ Flat / Unit (excluding proportionate common areas and facilities appurtenant to the Apartment / Flat / Unit. In the event of your not coming forward to execute and register Agreement within a stipulated period of 30 days from the date of allotment of the said flat, 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.

5. Stamp duty & registration charges on Agreement for Sale of the Said Apartment/ Flat / Unit shall be borne by you alone.
6. 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 / Flat / Unit.

This is to record that this Allotment Letter will not be constituted as sale of the said Apartment / Flat / Unit till necessary Agreement For Sale is duly executed and if there is any delay in payment of consideration then this allotment letter will stand cancelled and the said flat will allot by us to other intending purchaser without any prejudice.

7. 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 25% with GST / ANY GOVERNMENT LEVIES APPLICABLE of the total consideration for purchase of the Apartment as liquidated damages.
8. 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 E-mail ID as given by you. i.e. _____ and your above mentioned address. You undertake to intimate us immediately in the event of any change in your E-mail ID and/or address.
9. Without prejudice to our right of termination as aforesaid, you shall be liable to pay monthly applicable interest @ rate of 12% from the date the amount become due till payment to us on all such delayed payments.
10. 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/ Flat/Unit.
11. 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.
12. 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. 50 Lakhs. Section 194 IA of the Income Tax Act, 1961 for all such transactions with effect from June 1, 2013, Tax @ 1% 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.

13. TDS certificate in Form 16B is required to be issued by you as a final confirmation of credit to M/s. Honest Enterprise., in respect of the taxes deducted and deposited into the Government Account.

HONEST INFRA – PAN - AAHFH1827R

14. It further take notice that In case, you, at any time, desires for surrender Allotment, it may be considered according to RERA. If Allotment is cancelled, we shall not pay any interest and service tax/ GST against cancellation of allotment or surrender of allotment of the Apartment/Flat/ unit.
15. **It further take notice** that in case you wants to avail a loan facility from your employer or financing bodies, to make payment for the purchase of the Apartment/flat/unit allotted, we shall only facilitate the process **subject to following terms and conditions:-**
- a) The terms of the financing agency shall exclusively be binding and applicable upon you only.
 - b) The responsibility of getting the loan sanctioned and disbursed, as per our schedule of payment will rest exclusively on you. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to us, as per payment schedule, shall be ensured by you, failing which, the Allotment shall be governed by the provision contained herein above.

Yours Faithfully
FOR HONEST INFRA

PARTNER

We confirm

We have clearly understood the contents hereinabove and in confirmation thereof We state that the above contents shall remain binding upon us and we will adhere for the same.

Allottee:

1) _____ : _____
 2) _____ : _____