

Allotment Letter Draft

Date: _____

To,

_____,
_____,
_____,
_____,
_____.

Sir/Madam,

Re: Your offer to purchase Apartment/Unit No. ____ on the ____ floor admeasuring ____ sq. mtrs (carpet area) in the building **"Rajendra Nagar Swagat Co-operative Housing Society Ltd"** situate at Survey No.38 and City Survey No. 88 (Part) together with adjoining Tit-Bit land aggregating to 1199.62 Sq. mtrs. situate at Rajendra Nagar Borivali (East), Mumbai – 400066 in the Village Magathane, Taluka Borivali in Mumbai Suburban District (hereinafter referred to as **"the said Property"**)

1. You are aware and we have informed you that we are intending to develop the said Property by constructing a multi storied building with 2 Wings each of them comprising of ground (part shops/ commercial and part stilt), 1st floor having commercial units plus 20 and/or more upper floors ("said Building"). We are developing the said Property by constructing the said building/s thereon in accordance with the plans duly sanctioned by the MHADA.
2. You have seen the said property and also the location of the ongoing construction of the said building on the said property.
3. We have disclosed all necessary particulars as to the title and its rights in the said property including encumbrances if any in the Project Land while registering the said project with the Regulatory Authority appointed under the Real Estate Development Act, 2016, which are available on website of the Regulatory Authority.
4. You have seen and understood the duly sanctioned plans, commencement certificate and amendments thereof. To expedite the construction, we have submitted and obtained approval of the building Plans, obtained IOD reserving the right to amend or modify the building Plans and the layout from time to time in accordance with the provisions of Development Control Promotion and Regulations of Greater Mumbai,

2034 ("DCPR") which may be in force from time to time and in light of the changes in the DCPR & Development Plan and other Policies.

5. You have, after perusing and verifying the facts and particulars on the website of the Regulatory Authority in respect of the project, has/have requested / approached us for allotment of Apartment/Unit No. _____ on the _____ Floor, with or without car parking space situated in the said Building being constructed in the said Project.

6. As per your request and with due acceptances of the aforesaid conditions stipulated under this letter, we have accepted to consider your proposal / intention to purchase the said Apartment in the said building and have accordingly, tentatively earmarked the said Apartment in your favour.

7. You have agreed to reserve a residential premises being Apartment/Unit bearing No. _____ (1/2/3 RK/BHK) on _____ floor admeasuring _____ sq. mtrs carpet area in _____ wing (hereinafter referred to as "**the said Apartment/Flat/Unit**") in our project/building to be known as "**Rajendra Nagar Swagat Co-operative Housing Society Ltd**" to be constructed on the above referred property at or for the lump sum consideration of **Rs. _____/- (Rupees _____ Only)**. We have also reserved covered car parking space bearing no. _____ on Ground / Stilt for the price of Rs. _____/- (Rupees _____ Only). At your request, we hereby reserve the said flat and covered car parking space for an aggregate consideration of Rs. _____/- (Rupees _____ Only) for you and shall sell it to you under the Agreement for Sale of Apartment to be executed against the payment of the agreed consideration amount to be paid in the manner herein stated.

8. You has/have paid a sum of Rs. _____/- (Rupees _____ Only) as earnest amount (10% of the total consideration) and hereby agree to pay to the Sellers / Promoters the balance amount of Rs. _____/- (Rupees _____ Only) in the following manner :-

i)	On Execution of this Agreement	20%	of the total consideration
ii)	On Completion of Plinth	15%	of the total

			consideration
iii)	Proportionate installments upon casting of relevant slabs.	25%	of the total consideration
iv)	On completion of the walls internal Plaster, floorings, doors and windows of the said Apartment.	5%	of the total consideration
v)	Completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment.	5%	of the total consideration
vi)	On completion of the external plumbing and external plaster, elevation, terraces with water-proofing, of the building in which the said Apartment is located.	5%	of the total consideration
vii)	water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s .	5%	of the total consideration
viii)	Plinth protection, paving of areas appertain and all other requirements of the building in which the said Apartment is located.	5%	of the total consideration
ix)	At the time of handing over of the possession of the Apartment to the Allottee/s /Purchaser/s	5%	of the total consideration.

Time shall be the essence for payment of each and every installment's

9. In the event of delay in the payment of any amount due hereof including any of the said installments payable on their respective due dates we shall send a Notice of Reminder, giving you 7 (seven) days grace period to make the due payment. Further, if you fail to make the payment beyond the grace period of 7 (seven) days, we shall be entitled to terminate this Allotment Letter and forfeit the earnest money paid by you and refund the balance amount without interest and against such refund you shall have no claim against us in respect of the said Flat. However, all overdue payments shall bear interest@ ____ p.a. from the date of default till the date of payment thereof; however, the same shall be without prejudice to our right of termination.

10. We reserve the right to construct additional floors/ buildings /Wings by availing full FSI permissible at present or in future and for the said purpose and also reserve the right to carry out amendments, variations and modifications in the building plans/layout disclosed to you and for locations of buildings/Wing(s) without in any manner broadly affecting the internal layout of the said flat agreed to be allotted to you hereunder.

11. We shall have full right and absolute authority and shall be entitled to, at any time hereafter to raise additional floors/ buildings /Wings by availing full FSI permissible at present or in future and for the said purpose and also reserve the right to carry out amendments, variations and modifications in the building plans/layout disclosed to you and for locations of buildings/Wing(s) without in any manner broadly affecting the internal layout of the said flat agreed to be allotted to you herein, change, alter and amend the layout, plans, designs, elevation etc. of the said Building without any intimation and obtaining your consent for the same and you shall not have any objections in this regard, Accordingly you hereby accept and confirm that any kind of increase or decrease in the area of the said Flat or shift in the position of the said Flat/shop, if arises, due to amendment in the plan etc. then the same shall be acceptable to you unconditionally before the execution of formal agreement for sale under the provisions of the Real Estate (Regulation & Development) Act, 2016, however in case of variation of the area, the value of the said Flat/shop shall be proportionately adjusted. In the event you are not agreeable for the terms and conditions as aforesaid then this allotment letter shall stand terminated and/ or cancelled. You shall be refunded the amount paid by within a period of 30 days without interest.

12. You have been further informed by us that the detailed terms and conditions shall be incorporated in the Agreement for Sale which shall be executed between us in due course of time. The copy of printed Agreement for Sale shall be handed over to you for the purpose of your approval and payment of stamp duty. You have agreed to bear and pay the Stamp Duty and Registration charges and any other charges and taxes that may be levied

13. It shall be mandatory and binding on you to return this letter of allotment, issued by us, duly cancelled on executing the agreement for sale.

14. Commencing a week after notice in writing is given offering possession of the said Flat/shop/unit, you will be liable to pay all

outgoings, taxes, water charges, electric charges, security deposit, cess, maintenance charges, development charges, administrative expenses, payment of service line charge of Reliance Energy, legal charges in respect thereof irrespective of whether possession of the said Flat/Unit has been taken or not by you. Before taking possession of the said Flat, you shall keep deposited with us various deposits/amounts and GST and any other taxes that may be levied/charged (if applicable) by the State and/or Central Government or any other competent authority in respect of this transaction including Agreements executed with you in respect of the said Flat.

Yours truly,
For **M/S. RIDDHI CONSTRUCTIONS,**

Partner

I/We confirm the above,

_____,
