

ANNEXURE'1'
ALLOTMENT LETTER

Allotment Letter No

Date

To,

Mr/Ms

Resident of

Mobile No

Pan card No

Adhar card No

Email ID

Subject : Your request for allotment of flat/commercial premises/plot in the project known as having Maharera registration number

1. ALLOTMENT OF THE SAID UNIT

This has reference to your request referred at the above subject. In that regard, I/we have the pleasure to inform that you have been allotted _____ BHK flat/villa/bungalow/commercial premises bearing No. _____ admeasuring _____ RERA Carpet area sq. mtrs equivalent to sq.ft. _____ situated on _____ floor in Building /wing in the project named _____ having MahaRERA Registration No. _____ (Area more particularly explained in the table in this point). hereinafter referred to as "the said unit", being developed on land bearing C. S. No(s)/CIS No(s) Final Plot No(s) Survey No(s) Hissa No(s) Gat No(s)/ Plot No(s) /Khasra No(s) _____ lying and being at _____ village

_____ Taluka _____ Dist _____ admeasuring sq. mtrs.
_____ for a total consideration of Rs. _____ (Rupees only) exclusive of
GST, stamp duty and registration charges.

Unit No	Floor	Carpet Area	Enclosed Balcony	Balcony	Terrace	Total Usable area

2. ALLOTMENT OF GARAGE / PARKING SPACE(S):

Further I/ we have the pleasure to inform you that you have been allotted **on Ex-gratia basis** along with the said unit, garage(s) bearing No(s) admeasuring _____ sq. mtrs equivalent to _____ sqft. /covered car parking space(s) at level basement /podium bearing No(s) _____ admeasuring _____sq. mtrs. equivalent to _____ sq. ft./stilt parking bearing No(s)_____ admeasuring Sq.ft. / mechanical car parking unit bearing No(s) _____ admeasuring _____ Sq. mtrs. Equivalent to _____ sq. ft. on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

OR

ALLOTMENT OF OPEN CAR PARKING

Further I/We have the pleasure to inform you that you have been allotted an open car parking bearing No _____ without consideration **on Ex-gratia basis**.

3. RECEIPT OF PART (CONSIDERATION) :

I / we confirm to have received from you an amount of Rs. _____ in _____ (Rupees. in words only), (this amount shall not be more than 10% of the cost of the said unit) being _____ % of the total consideration value of the said unit as booking amount /advance payment on dd/mm/yyyy, through _____ (details of payment transaction)

OR

3A. You have requested us to consider payment of the booking amount/advance payment in stages which request has been accepted by us and accordingly I/We confirm to have received from you and amount of Rs _____ (Rupees in word _____) being _____ % of the total consideration value of the said unit as booking amount / advance payment on _____ date through mode of Payment _____ .

The balance _____ % of the booking amount / advance payment shall be paid by you in the following manner.

- a) Rs. _____ in word(Rupees _____) on or before _____
- b) Rs. _____ in word(Rupees _____) on or before _____
- c) Rs. _____ in word(Rupees _____) on or before _____
- d) Rs. _____ in word(Rupees _____) on or before _____

Note: *The total amount accepted under this clause shall not be more than 10% of the cost of the said unit.*

3B. If you fail to make the balance payment of the booking amount /advance payment within the time period stipulated above further action as stated in clause 12 hereunder written shall be taken by us as against you

4. DISCLOSURES OF INFORMATION:

I/We have made available to you the following information namely: -

- i) The sanctioned plans, layout plans, along with specifications, approved by the competent authority are displayed at the project site and has also been uploaded on MahaRERA website.
 - ii) The stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity is as stated in Annexure - A attached herewith
- and
- iii) The website address of MahaRERA is <https://maharera.mahaonline.gov.in>

5. ENCUMBRANCES:

I/ We hereby confirm that the said unit is free from all encumbrances and I/we hereby further confirm that no encumbrances shall be created on the said unit. **hereafter until the cancellation of this booking.**

OR

I/We have created the following encumbrance(s) / encumbrance(s) attached with caveats as enumerated hereunder on the said unit.

- a)
- b)

6. FURTHER PAYMENTS:

Further payments towards the consideration of the said unit as well as of the garage(s)/covered car parking space(s) shall be made by you, in the manner and at the times as well as on the terms and conditions as more specifically enumerated / stated in the (draft) agreement for sale to be entered into between ourselves and yourselves. (draft available on maharera website)

7. POSSESSION:

The said unit along with the garage(s)/covered car Parking spaces(s) as mentioned herein above shall be handed over to you on or before _____ date, subject to the payment of the consideration amount of the said unit as well as of the garage(s) /covered car parking space(s) in the manner and at the times as well as per the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

8. INTEREST PAYMENT:

In case of delay in making any payments, you shall be liable to pay interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate Plus two Percent

9. CANCELLATION OF ALLOTMENT:

In case you desire to cancel the booking an amount mentioned in the Table hereunder written would be deducted and the balance amount due (if any) and payable shall be refunded to you without interest within 45 days from the date of receipt of your letter, requesting to cancel the said booking. (For Whatsoever Reason).

Sr.No	If the booking cancellation request/letter/confirmation is received	Amount to be deducted
1	Within 15 days from the date of issuance of allotment letter	Nil
2	within 16 to 30 days from issuance of the allotment letter	1% (one percent) of the unit cost
3	within 31 to 60 days from issuance of the allotment letter	1.5% (one & half percent) of unit cost
4	after 61 days from issuance of	2 % (Two percent) of

	the allotment letter	unit cost
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**The amount deducted shall not exceed the amount as mentioned in the table above.*

ii. In the event the amount due and payable referred in Clause 9 i) above is not refunded within 45 days from the date of receipt of your letter requesting to cancel the said booking you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost or Lending Rate Plus two Percent.

10. OTHER PAYMENTS;

You shall make the payment of GST, stamp duty and registration charges, as applicable and such other payments as more specifically mentioned in the agreement for sale, the Proforma whereof is enclosed herewith in terms of Clause 11 hereunder written. **Any penalties charged by the respective department for delay in due payment shall be added to your account and shall be paid by you along with such penalties if any.**

Payment of TDS if applicable is to be done by you and there shall be no separate reminder to pay this TDS amount on behalf of us. On presentation/submission of the receipt of TDS paid we shall deduct the same from your account / consideration. Penalties if any paid or levied by the concerned department shall not be considered as payment against consideration.

11. PROFORMA OF THE AGREEMENT FOR SALE AND BINDING EFFECT:

The proforma of the agreement for sale to be entered into between ourselves and yourselves is enclosed herewith for your ready reference- Forwarding the proforma of the agreement for sale does not create a binding obligation on the Part of ourselves and yourselves until compliance by yourselves of the mandate as stated in clause 12.

12. EXECUTION AND REGISTRATION OF THE AGREEMENT FOR SALE

- I. You shall execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within a period of 2 months from the date of issuance of this letter or within such period as may be communicated to you. **The said period of 2 months can be further extended on our mutual understanding.**

In the event the booking amount is collected in stages and if the allottee fails to pay the subsequent stage instalment, the promoter shall serve upon the allottee a notice calling upon the allottee to pay the subsequent stage instalment within 15 (fifteen) days which if not complied, the promoter shall be entitled to cancel this allotment letter. On cancellation of the allotment letter the promoter shall be entitled to forfeit the amount

paid by the allottee or such amount as mentioned in the Table enumerated in Clause 9 whichever is less. In no event the amount to be forfeited shall exceed the amount mentioned in the above referred table. Except for the above terms and conditions as enumerated in this allotment letter shall be applicable for the cases where the booking amount is collected in stages.

- II. If you fail to execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within the stipulated period 2 months from the date of issuance of this letter or within such period as may be communicated to you, I/we shall be entitled to serve upon you a notice calling upon you to execute the agreement for sale and appear for registration of the same within 15 (Fifteen) days, which if not complied, I/we shall be entitled to cancel this allotment letter, **and you shall have no rights to claim against this allotment letter**, and further I /we shall be entitled to forfeit an amount not exceeding 2% of the cost of the said unit and the balance (excess) amount if any due after such deductions and payable shall be refunded without interest within 45 days from the date of expiry of the notice period.
- III. In the event the balance amount due and payable referred in clause 12 sub clause ii) above is not refunded within 45 days from the date of expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

13. Validity of letter:

This allotment letter shall not be construed to limit your rights and interest upon execution and registration of the agreement for sale between ourselves and yourselves. Cancellation of allotment of the said unit thereafter, shall be covered by the terms and conditions of the said registered document.

14. Headings:

Headings are inserted for convenience only and shall not affect the construction of the various clauses of this allotment letter.

Signature

Name

(Promoter(s)/ Authorized Signatory)

(Email Id.)

Date:.....

Place: ,.....

CONFIRMATION & ACKNOWLEDGEMENT

I/We have read and understood the contents of this allotment letter and the Annexure. I/We hereby agree and accept the terms and conditions as stipulated in this allotment letter.

Signature-----
Name-----
(Allottee/s)

Date:
Place: