

LETTER OF ALLOTMENT

Date: _____

TO, _____

Ref: Allotment of Flat No. “_____” on the “_____” Floor in “__” Wing in our proposed building named as “MOHAK OYSTER LIVING -1” to be constructed on land bearing old Survey No.287, corresponding to New Survey No.317, Hissa No.12, admeasuring 24 are and 8 Prati admeasuring 2480 sq.mtrs., lying being and situated Village Juchandra, Taluka Vasai, District Thane, within the registration District of Vasai, in the registration District of Vasai and Thane District, along with the car parking spaces number _____ at _____ of the building (hereinafter referred to as the ‘**said Premises/Apartment**’).

Dear Sir/Madam,

1. The Promoters are developing residential Project named “_____” situated at _____ (Hereinafter referred to as the ‘**said Project**’)

2. On the Allottee/s agreeing to the terms by endorsing/affirming his/her/their consent/signature on the foot of this writing, the Promoters will be pleased to allot to the Allottee/s at their request, subject to what is stated herein, a ____ BHK Apartment, tentatively bearing No. ____ on ____ Floor in Wing ____ of the said building known as _____ as per the plans shown to you, approximately ____ sq.ft. equivalent carpet area for a lump sum consideration of Rs._____-/- (Rupees _____ Only) [which is inclusive of proportionate charges of Rs._____-/- for common area].

The aforesaid consideration is exclusive of all types of Deposits, Property Taxes, Maintenance Charges, Miscellaneous Cost, Society Charges, Electric Meter Charges, Stamp Duty, Registration Charges, Legal Charges, cost of formation of Co-operative Society etc. In addition to above-mentioned consideration and such other charges as deem fit and proper to the Promoters, Allottee shall, as per the rules and regulations, pay charges towards GST and other statutory payments/ charges as may be required as per the prevailing laws from time to time and as may be applicable.

3. The Allottee/s has/have paid a sum of Rs._____-/- (Rupees _____ Only) by way of earnest

Money and the payment of the balance consideration amount and such other charges as mentioned herein including Promoters deems fit and proper within the prescribed time, time for payment of further consideration amount and such other charges shall be the essence of the Allotment herein. Further all payments including consideration amount shall be paid by the Cheque/Pay Order/Demand Draft, in the favour. “_____”, as per the Payment Schedule/Installment Pattern mentioned below and subject to other clause of this allotment.

4. Payment Schedule-

- (i) Rs. _____/- (Rupees_____ Only) on or before the execution of these presents);
- (ii) Rs. _____/- (Rupees_____ Only) on Casting of Plinth;
- (iii) Rs. _____/- (Rupees_____ Only) on Casting of 1st Slab;
- (iv) Rs. _____/- (Rupees_____ Only) on Casting of 2nd Slab;

- (v) Rs. _____/- (Rupees_____Only) on Casting
of 3rd Slab;
- (vi) Rs. _____/- (Rupees_____Only) on Casting
of 4th Slab;
- (vii) Rs. _____/- (Rupees_____Only) on Casting
of 5th Slab;
- (viii) Rs. _____/- (Rupees_____Only) on Casting
of 6th Slab;
- (ix) Rs. _____/- (Rupees_____Only) on Casting
of 7th Slab;
- (x) Rs. _____/- (Rupees_____Only) on Casting
of 8th Slab;
- (xi) Rs. _____/- (Rupees_____Only) on
Commencement of Brick Work;
- (xii) Rs. _____/- (Rupees_____Only) on
Commencement of Plaster Work;

- (xiii) Rs. _____/- (Rupees _____
_____Only) on
Commencement of Flooring Work;
- (xiv) Rs. _____/- (Rupees _____
_____Only)
Commencement of the Sanitary Work;
- (xv) Rs. _____/- (Rupees _____
_____Only) Within 15
(fifteen) days from the date of intimation by the Promoters to
the Allottee/s that the said Apartment is ready for
Possession, which is/shall be payable by the Allottee/s to the
Promoters by way of Pay Order / Demand Draft Only to be
made in the name of “_____”;
- (xvi) The agreed consideration is exclusive of all Taxes, levies,
charges, stamp duty, registration and expenses incidental
thereto and same shall be payable along with or without
consideration by the Purchaser/s as and when demanded
within such prescribed time.

4.2 The Allottee shall be bound and liable to pay as & when
demanded within prescribed time all charges & payments that are
required to be made to any government authorities or local bodies
viz. GST or any other statutory charges are in force today or as may
be applicable from time to time.

4.3 The Allottee shall on or before delivery of possession of the said Apartment pay to the Promoters, the sum of monies as may be specified for (i) share money, application entrance fee of the Society or Limited Company/Federation/ Apex body; (ii) formation and registration of the Society or Limited Company/Federation/ Apex body; (iii.) proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body; and (iv) Deposit towards Water, Electric, and other utility and services connection charges & deposits of electrical receiving and Sub Station provided in Layout or any other ancillary charges as applicable.

4.4 Incase the Allottee/s fail or make a delay in any of the payments then the Allottee shall be liable to pay to the Promoters, an interest as specified in the Rules and Regulations under Real Estate (Regulation and Development) Act, 2016 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. Without prejudice to the right of promoter to charge interest in terms of this allotments Letter, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Allotment Letter and on the Allottee committing three defaults of payment of instalments, the Promoters

shall at his own option, may terminate this Allotment Letter ipso facto.

4.5 However upon termination of this Allotment as aforesaid, the Promoter shall refund to the Allottee within a period of ____ days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter subject to adjustment and recovery of liquidated damages (calculated at 10% of the total consideration agreed or the aggregate sum of monies received till date, whichever is lower), excluding the statutory charges, if any paid by the Allottee, which may be refunded on the same being received by the promoter from the authority.

5. The Allottees further confirm that the Allottees are aware that this letter is "Letter Allotment" is provisional in nature (as per the approvals as on the date), issued on an understanding and assurance given by the Allottee/s or their nominees to the Promoter that the Allottee/s or their nominees, have prior to the issuance of this allotment letter satisfied themselves, regarding the title of the Promoter said project in all manners and have been shown the approved Promoter, and the Allottees have confirmed to the Promoters that the same is acceptable to the Allottee/s.

6. The Agreement for Sale for the said Premises/Apartment shall be executed as per the final approved plans setting out the detailed

terms and final sale plan. This Allotment letter shall not be otherwise treated or produced in any other way apart for the purpose mentioned herein.

7. The Allottee/s hereby agree and are totally clear about the fact that the said has been allotted to them on the basis of the Plans approved and sanctioned from the MBMC or the competent authority the Promoters for the development of the said property may require to alter, amend, modify and/or change the plans and specifications, provided that the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law, as may be required under prevailing laws.

8. The possession of the Apartment shall only be handed over to the Allottee after the full payment of agreed consideration recorded hereunder and all other sums as may be recorded hereunder and under the terms of the Agreement that may be executed subsequently between the parties. The Allottee hereby agree and undertake that incase the Allottee/s desire to sell off/transfer the said Apartment to any third party after the Letter of Allotment is issued, the Proposed prospective purchaser and the Allottee herein, shall not be permitted to transfer the said Apartment without the written consent of the Promoters.

9. The Allottee/s hereby undertake to compulsorily execute the Agreement for Sale within ____ days from the intimation by the Promoters, and the Allottee/s shall pay the necessary GST, Stamp duty, Registration charges, legal charges and any other taxes / levis, charges which may be applicable by Government, Semi Government or any other authority/ies from time to time shall be paid by the Allottee over and above the agreed consideration. In case the Allottees do not come forward and execute the Agreement for Sale as per the intimation of the Promoters, on happening of such an event, this Letter Of Allotment for the said Premises/Apartment shall stand cancelled without any recourse to the Allottee, and the Promoters shall be at a liberty to deal with the said Premises/Apartment in any manner they deem fit and proper.

10. The Allottees hereby confirm that they have fully read and understood the foregoing paragraphs and have agreed and accepted the same. Allottee(s) agree and confirm to all the terms and conditions of this letter of intended provisional allotment. This Allotment Letter is subject to the Provisions Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations framed by the State of Maharashtra there-under.

11. The Allottee has accepted and confirmed this allotment, which is provisional in nature, by signing at the foot of this letter.

Yours truly

I/We confirm and accept the aforesaid terms and conditions for the allotment of the said Premises/Apartment.

RECEIPT

RECEIVED with thanks from _____ a sum of Rs. _____/- (Rupees _____ Only) Booking Amount against the Booking/Allotment of Apartment No. “_____” of the building namely “_____” on the “_____” Floor in Wing “_____” In the following manner:

Cheque Date	Cheque No.	Drawn on	Amount
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I/We Say Received
