

ALLOTMENT LETTER

NOTE- *This is a specimen Allotment Letter and is subject to iterations based on specific terms and conditions that may be negotiated with each of the prospective purchasers of premises in the building.*

Date - _____

To,
Mr./MRS./MS. _____
Address : _____ Telephone : _____
PAN : _____
Aadhaar NO : _____
Email ID : _____

Dear Sir/ Madam,

Sub: a) Development by us of the property bearing C.T.S. No. _____, situated at _____ (the “**Property**”), which entails the construction of the new building thereon named “_____” [the “**New Building**”]. The project is registered with the Maharashtra Real Estate Regulatory Authority (“**MAHA-RERA**”) under Registration No. _____ dated _____.

b) Provisional Allotment to you of **Flat No. [●]** on the [●] floor of the New Building (counting from the ground floor/ ground level of the New Building) (the “**Flat**”).

1. **Allotment of the Flat:** Pursuant to your request, we hereby provisionally allot to you the Flat for the consideration of **Rs. _____/- (Rupees _____)**, which excludes stamp duty, registration fees/ charges, Goods and Services Tax (GST) or any other taxes, duties or dues which are currently applicable or which may hereafter be applicable, and also excludes the various deposits and charges, corpus contribution, advance maintenance deposits and other charges payable by you and the flat-purchasers which will be recorded in the Agreement to be executed between us or as may be communicated to you from time to time (the “**Sale Price**”). We have explained to you all details of the project and have also shown you all plans and permissions and details the development of the said Property. You have inspected the approved plans for the said Project and the title documents of the said Property; however, we are entitled to modify the plans without any consent from you subject to the layout plan and specification of the Flat agreed to be allotted by us to you is not affected in any manner.
2. **Allotment of the Car-Parking slot(s):** We also provisionally allot to you the use of _____ car parking slot(s) at _____ level of the New Building, admeasuring _____ square metres, and the terms of such allotment shall be enumerated in the agreement to be entered into between us.
3. **Receipt of Earnest Amount:** We confirm having received from you an earnest amount of

Rs. _____ (Rupees _____) as per details mentioned at the foot hereof.

4. **Disclosure of Information:-** We have made available to you the following information namely: -

- a. 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 the MahaRERA website, which you confirm you have perused and satisfied yourself before booking the Flat from us;
- b. 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;
- c. The website address of MahaRERA is <https://maharera.mahaonline.gov.in/#>

5. **Encumbrances:-**

- a. We hereby confirm that the Flat is free from all encumbrances and we hereby further confirm that no encumbrances shall be created on the said Flat.

OR

- b. We have created the following encumbrance(s)/ encumbrance(s) attached with caveats as enumerated hereunder on the said Flat.

i. _____

ii. _____

6. **Further Payments: -**

- a. The installments of the Sale Price as agreed between us are more particularly set out in **Annexure B** hereto.
- b. Time for payment of the entire Sale Price and payment of other amounts which will be mentioned in the agreement are of the essence.
- c. In the event you fail to pay the Sale Price as agreed hereto, and/or in the event you refuse to execute and register the Agreement for Sale by _____, then and without prejudice to the other rights and remedies available to us including right to charge interest thereon calculated on the basis of the State Bank of India's marginal cost of lending rate plus two (2) percentage per annum thereon for every month of delay in making payment ("the Interest Rate"), we shall be entitled to terminate this writing by giving 15 days' written notice to you and after expiry of 15 days period you shall not have any claim of any nature whatsoever against us and/or the Flat or the parking spaces to be allotted to you, and we shall be entitled to deal with and/or dispose of the said Flat and parking spaces in the manner we deem fit and proper.

7. **Possession: -**

- a. The said Flat along with the car-parking slots shall be handed over to you on or before _____ subject to the payment of the entire Sale Price 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 us.

8. **Interest payment:-**

- a. In case of delay in making any payments of the installments of the Sale Price or any other amounts payable by you, then, without prejudice to our rights, 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:-

- a. In case you desire to cancel this provisional allotment, an amount mentioned in the Table hereunder written would be deducted and the balance amount due 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.

<i>Sr. No.</i>	<i>If the letter requesting to cancel the booking is received</i>	<i>Amount to be deducted</i>
1.	Within 15 days from issuance of this Letter;	Nil;
2.	Within 16 to 30 days from issuance of this Letter;	1% of the cost of the Flat;
3.	Within 31 to 60 days from issuance of this Letter;	1.5% of the cost of the Flat;
4.	After 61 days from issuance of this Letter.	2% of the cost of the Flat.

- b. In the event the amount due and payable referred in Clause 9(a) 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 of Lending Rate plus two percent.

10. Other payments:-

- a. You shall make 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.

11. Proforma of the Agreement For Sale and Binding Effect:-

- a. The proforma of the agreement for sale to be entered into between us is enclosed herewith for your ready reference. Forwarding the proforma of the agreement for sale does not create a binding obligation on us and you until compliance by you of the mandate as stated in Clause 126.

12. Execution and Registration of the Agreement For Sale:-

- a. 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 writing.
- b. 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 of 2 months from the date of issuance of this letter or within such period as may be communicated to you, 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, shall entitle us to cancel this allotment letter and further we shall be entitled to forfeit an amount not exceeding 2% of the cost of the said Flat and the balance amount if any due and payable shall be refunded without interest within 45 days from the date of expiry of the notice period.
- c. In the event the balance amount due and payable referred in Clause 12 (b) above is not refunded within 45 days from the date of expiry of the notice period, you shall be entitled

to receive the balance paid by you 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 allotment letter:-

- a. This allotment letter shall not be construed to limit your rights and interest upon execution and registration of the agreement for sale between us and you. Cancellation of allotment of the said Flat thereafter shall be covered by the terms and conditions of the said registered document. This writing and provisional allotment of the Flat is non-transferable and non-assignable by you under any circumstances.

14. Headings:-

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

Sincerely,

Signature : _____

Name : _____
(Promoter(s)/Authorized Signatory)

Email Id : _____

Date : _____

Place : Mumbai

CONFIRMATION & ACKNOWLEDGEMENT

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

Signature : _____

Name : _____
Allottee(s)

Date : _____

Place : Mumbai

STATUS UNDER	RESIDENT	NON - RESIDENT
The Foreign Exchange Management Act, 1999		
The Income Tax Act, 1961		

Annexure – B
Installments of the Sale Price

The Sale Price agreed to be paid by the Allottee(s) in respect of the Flat is **Rs.[●]/- (Rupees [●] Only)** (excluding GST, stamp duty, deposits etc., as within mentioned) and is agreed to be paid by the Allottee(s) to the Promoters in the following agreed instalments-

<i>Installment no.</i>	<i>Amount</i>	<i>Amount (in words) and time of payment</i>
1.	Rs. [●]	(Rupees [●]) by way of earnest money has been paid on or before the execution of Allotment Letter (not exceeding 10 % of the total consideration);
2.	Rs. [●]	(Rupees [●]) shall be paid on [●] (not exceeding 30 % of the total consideration) to be paid to the Promoters after execution of the Agreement;
3.	Rs. [●]	(Rupees [●]) shall be paid on [●] (not exceeding 45 % of the total consideration) to be paid on completion of the plinth of the New Building;
4.	Rs. [●]	(Rupees [●]) shall be paid on [●] (not exceeding 70 % of the total consideration) to be paid on completion of the slabs including podiums and stilts of the New Building;
5.	Rs. [●]	(Rupees [●]) shall be paid on [●] (not exceeding 75 % of the total consideration) to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said Flat;
6.	Rs. [●]	(Rupees [●]) shall be paid on [●] (not exceeding 80 % of the total consideration) to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat;
7.	Rs. [●]	(Rupees [●]) shall be paid on [●] (not exceeding 85 % of the total consideration) to be paid to the Promoters on the external plumbing and external plaster, elevation, terraces with waterproofing, of the New Building;
8.	Rs. [●]	(Rupees [●]) shall be paid on [●] (not exceeding 95 % of the total consideration) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas
9.	Rs. [●]	(Rupees [●]) against the Allottee(s) taking possession of the Flat or within fifteen days of the Promoters intimating the Allottee(s) of the completion of the Flat (after receipt of the Occupation Certificate in respect of the New Building), whichever is earlier.
	Rs. [●]	TOTAL

(Rupees [●])

Annexure – B
Stage wise time schedule of completion of the project

Sr. No.	Stages	Date of Completion
1.	Excavation	
2.	Basements (if any)	
3.	Podiums (if any)	
4.	Plinth	
5.	Stilt (if any)	
6.	Slabs of super structure	
7.	Internal walls, internal plaster, completion of floorings, doors and windows	
8.	Sanitary electrical and water supply fittings within the said units	
9.	Staircase, lifts wells and lobbies at each floor level overhead and underground water tanks	
10.	External plumbing and external plaster, elevation, completion of terraces with waterproofing.	
11.	Installation of lifts, water pumps, firefighting fittings and equipment, electrical fittings, mechanical equipment, finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to building / wing, compound wall and all other requirements as may be required to complete project as per specifications in agreement of sale, any other activities.	
12.	Internal roads & footpaths, lightings	
13.	Water supply	
14.	Sewerage (chamber, lines, septic tank, STP)	
15.	Storm water drains	
16.	Treatment and disposal of sewage and sullage water	
17.	Solid waste management & disposal	
18.	Water conservation / rain water harvesting	
19.	Electrical meter room, sub-station, receiving station.	
20.	Others	