

**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.*

\_\_\_\_\_, 2022

To,  
Mr./ Mrs./Ms.\*\* \_\_\_\_\_  
Address : \_\_\_\_\_  
Telephone : \_\_\_\_\_  
P.A.N : \_\_\_\_\_  
Aadhaar No.: \_\_\_\_\_  
Email ID : \_\_\_\_\_

**Dear Sir/s/ Madam/Mesdames\*,**

Sub: Your request for allotment of flat in the project known as AVISA by S Raheja,  
having MahaRERA Registration no. \_\_\_\_\_.

- 1: **Allotment of the said Flat:** Pursuant to your request referred at the above subject. In that regards, We have the pleasure to inform that you have been allotted a \_\_\_\_\_ BHK flat admeasuring RERA Carpet \_\_\_\_\_ Sq.Mtrs equivalent to \_\_\_\_\_ Sq.Ft situated on \_\_\_\_\_ floor in the project known as AVISA by S Raheja having MahaRERA Registration no. \_\_\_\_\_ hereinafter we, the Promoters of the hereby provisionally allot to you the said Flat for the consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), 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-purchaser/s which will be recorded in the Agreement for Sale 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 said 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 said 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) in form Mechanical Stack / Mechanized Tower Parking System / Open Parking of the New Building, and the terms of such allotment shall be enumerated in the Agreement for Sale to be entered into between us.
3. **Receipt of Part Consideration:** We confirm having received from you the booking amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only ) as per details mentioned at the foot hereof being \_\_\_\_\_ % of the total consideration value of the said Flat as booking amount / advance payment on \_\_\_\_\_ through \_\_\_\_\_.
4. **Disclosure of Information:** We have made available to you, the following information namely:
- The sanctioned plans, layout plans, along with specifications, approved by the competent authority are displayed at the said Project site and has also been uploaded on the MahaRERA website, which you confirm you have perused and satisfied yourself before booking the said Flat from us;
  - The approximate stage wise time schedule of completion of the said Project, including the provisions for civic infrastructure like water, sanitation and electricity is as stated in **Annexure - A** attached herewith;
  - The website address of MAHA-RERA is  
<https://maharera.mahaonline.gov.in>
5. **Encumbrances:**  
We hereby confirm that the said Flat is free from all encumbrances and we hereby further confirm that no encumbrances shall be created on the said Flat.
6. **Further Payments:**
- The installments of the Sale Price as agreed between us are more particularly set out in **Annexure - B** hereto;
  - Time for payment of the Sale Price and payment of other amounts which will be mentioned in the Agreement for Sale are of the essence;
  - 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 \_\_\_\_\_, 2022, 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 2(two) percent per annum thereon for every month of delay in making payment ("**the Interest Rate**"), we shall be entitled at our option and discretion, to terminate this writing without any reference or recourse to you, and you shall not have any claim of any nature whatsoever against us and/or the said 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 the parking spaces in the manner we deem fit and proper.



7. **Possession:**

The said Flat along with the car-parking slots shall be handed over to you on or about \_\_\_\_\_, 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:**

In case of delay in making payment of any of the installment(s) 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 2% (two percent) thereon for every month of delay in making payment.

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(forty-five) days from the date of receipt of your letter requesting to cancel the said booking.

| Sr. No. | If the letter requesting to cancel the booking is received                | Amount to be deducted                                         |
|---------|---------------------------------------------------------------------------|---------------------------------------------------------------|
| 1.      | Within 15 (fifteen) days from issuance of this Letter;                    | Nil;                                                          |
| 2.      | Within 16(sixteen) to 30(thirty) days from issuance of this Letter;       | 1% (One percent) of the cost of the said Flat;                |
| 3.      | Within 31(thirty one) to 60(sixty one) days from issuance of this Letter; | 1.5% (One decimal five percent) of the cost of the said Flat; |
| 4.      | After 61(sixty one) days from issuance of this Letter.                    | 2% (Two percent) of the cost of the said Flat.                |

- b. In the event, the amount due and payable referred in Clause 9(a) above is not refunded within 45(forty- five) 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:**

You shall make payment of GST 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:**

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 12(a) hereof.

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 Office of the Sub-Registrar of Assurances at Mumbai within a period of 2(two) months from the date of issuance of this Letter of Allotment or within such period as may be communicated to you. The said period of 2(two) 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 Office of the Sub-Registrar of Assurances at Mumbai within the stipulated period of 2( two) months from the date of issuance of this Allotment 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% (two percent) of the cost of the said Flat, as well as brokerage fees incurred by us, and the balance amount, if any, due and payable, shall be refunded without interest within 45 (forty five) days from the date of expiry of the notice period. Any TDS deductions or GST shall be refunded subject only upon the same being received by us from the concerned government/ statutory authorities and only to the extent received;
- c. In the event, the balance amount due and payable referred in Clause 12 (b) above is not refunded within 45(forty- five) 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:**

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 after the registration of the Agreement for Sale 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:**

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



Sincerely,

Signature : \_\_\_\_\_

Name : \_\_\_\_\_  
(Promoters /Authorized Signatory)



Email Id : \_\_\_\_\_

Date : \_\_\_\_\_, 2022

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 : \_\_\_\_\_, 2022

Place : Mumbai

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



*[Handwritten signature]*



**Annexure – A**

**Installments of the Sale Price**

The Sale Price agreed to be paid by the Allottee(s) in respect of the said Flat is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only); (excluding GST, 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 booking amount has been paid on or before the execution of this 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 for Sale;                                                                                                                               |
| 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 said Flat or within fifteen days of the Promoters intimating the Allottee(s)** of the completion of the said Flat (after receipt of the Occupation Certificate in respect of the New Building), whichever is earlier. |
|                        | Rs. [●]       | <b>TOTAL</b>                                                                                                                                                                                                                                                                          |

(Rupees [●])



**Annexure – B**  
**Stage wise time schedule of completion of the said Project**

| <i>Sr. No.</i> | <i>Stages</i>                                                                                                                                                                                                                                                                                                                                                                         | <i>Date of Completion</i> |
|----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| 1.             | Excavation                                                                                                                                                                                                                                                                                                                                                                            | 20 September 2022         |
| 2.             | Basements                                                                                                                                                                                                                                                                                                                                                                             | N.A                       |
| 3.             | Plinth                                                                                                                                                                                                                                                                                                                                                                                | 15 October 2022           |
| 4.             | Stilt                                                                                                                                                                                                                                                                                                                                                                                 | 30 October 2023           |
| 5.             | 15 Slabs of super structure                                                                                                                                                                                                                                                                                                                                                           | 30 September 2023         |
| 6.             | Internal walls, internal plaster, completion of floorings, doors and windows                                                                                                                                                                                                                                                                                                          | 31 December 2023          |
| 7.             | Sanitary electrical and water supply fittings within the said flats in the said Project                                                                                                                                                                                                                                                                                               | 30 January 2024           |
| 8.             | Staircase, lifts wells and lobbies at each floor level overhead and underground water tanks                                                                                                                                                                                                                                                                                           | 30 March 2024             |
| 9.             | External plumbing and external plaster, elevation, completion of terraces with waterproofing.                                                                                                                                                                                                                                                                                         | 30 May 2024               |
| 10.            | 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 the said Project as per specifications in the Agreement for Sale, any other activities. | 30 July 2024              |
| 11.            | Internal roads & footpaths, lightings                                                                                                                                                                                                                                                                                                                                                 | 10 August 2024            |
| 12.            | Water supply                                                                                                                                                                                                                                                                                                                                                                          | 20 August 2024            |
| 13.            | Sewerage (chamber, lines, septic tank, STP)                                                                                                                                                                                                                                                                                                                                           | 10 September 2024         |
| 14.            | Storm water drains                                                                                                                                                                                                                                                                                                                                                                    | 30 September 2024         |
| 15.            | Treatment and disposal of sewage and sullage water                                                                                                                                                                                                                                                                                                                                    | 10 October 2024           |
| 16.            | Solid waste management & disposal                                                                                                                                                                                                                                                                                                                                                     | 25 October 2024           |
| 17.            | Water conservation / rain water harvesting                                                                                                                                                                                                                                                                                                                                            | 15 November 2024          |
| 18.            | Electrical meter room, sub-station, receiving station.                                                                                                                                                                                                                                                                                                                                | 5 December 2024           |
| 19.            | Other Misc. Works                                                                                                                                                                                                                                                                                                                                                                     | 31 December 2024          |



*h.*

