

DRAFT

ALLOTMENT LETTER

No.

Date:

To,

Mr/Mrs/Ms.....

R/o.....

(Address)

Telephone/Mobile number.....

Aadhar Card No.

Pan Card.

Email ID.

Sub: Allotment of Flat No. __("said Flat") admeasuring __square meters carpet area on the __floor in the Project known as "Dotom Hilton" being constructed on all that piece or parcel of land bearing CTS No. 6/G bearing Plot No. K, area admeasuring 2701.40 Square metres or thereabouts (2760.90 square metres as per the Property Register Card) lying and being at Village Magathane, Taluka Borivali, Ram Nagar, S.V. Road, Borivali (West), Mumbai - 400 092 ("said Property") having MahaRERA Registration No._____

_Sir/Madam,

1. Allotment of the said Flat:

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 a..... BHK flat/ commercial premises bearing No....., area admeasuring __ sq.mtrs RERA carpet equivalent to ____sq.ft. situated on floor in Building namely "**Dotom Hilton**" having MAHA RERA Registration No _____ (hereinafter referred to as "**the said Flat**") being developed on the said Property for a total consideration of Rs. ____/- (Rupees _____Only) which is exclusive of GST, stamp duty and registration charges.

2. Allotment of parking space(s):

Further, I/ we have the pleasure to inform you that you have been allotted along with the said unit, garage(s) bearing No(s)_____ admeasuring _____ sq. mtrs equivalent to _____ sq. ft./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. mtrs equivalent to _____ 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.

3. Receipt of part consideration:

I / we confirm to have received from you an amount of Rs. _____ (Rupees _____ 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 ____/____/20__, through _____(mode of payment).

OR

3. Receipt of part consideration:

A. 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 _____ only) being _____% of the total consideration value of the said unit as booking amount/advance payment on _____, through mode of payment. The Balance ____% of the booking amount/advance payment on dd/mm/yyyy, through mode of payment. The balance ____% of the booking amount/advance payment shall be paid by you in the following manner.

2. a) Rs. _____(Rupees _____ only) on or before dd/mm/yyyy.
3. b) Rs. _____(Rupees _____ only) on or before dd/mm/yyyy.
4. c) Rs. _____(Rupees _____ only) on or before dd/mm/yyyy.
5. d) Rs. _____(Rupees _____ only) on or before dd/mm/yyyy.
6. Note : The total amount accepted under this clause shall not be more than 10% of the

cost the said unit.

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) iThe 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://imaharera.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.

6. Possession:

The said Flat shall be handed over to you on or before _____ subject to the payment of the consideration amount of the said Flat and all other payments as well

as of the car parking space 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.

7. 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.

8. Cancellation of allotment:

8.1 In case you desire to cancel the booking for any reason whatsoever (including due to our default), an amount mentioned in the Table hereunder written* would be deducted and forfeited 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

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

* The amount deducted shall not exceed the amount as mentioned in the table above.

1. In the event the amount due and payable in Clause 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 2 (two) percent.

2. Without prejudice to our rights to interest for the delayed payment, in case you fail and neglect to pay the amounts due and payable as per this letter of allotment, we will be entitled to cancel and terminate this letter of allotment by giving you 15 days' notice. In case of such cancellation by us we shall refund to you the amount received by us till the date of cancellation without any interest after deducting there from 10% of the total consideration amount as and by way of Liquidated damages plus GST and other costs as may have been incurred by us and refund to you the balance amount paid by you till the date of termination but without interest and you will accept the same in full satisfaction of all your claims or rights under this Letter of Allotment.
3. Upon the cancellation of the allotment you shall have no claim, right, title and interest to seek allotment of the said Premises or Parking space and/or otherwise in any manner howsoever and we shall be at full liberty to make allotment of the captioned Flat and the Car Parking Spaces to any third party which we may choose, without any reference or recourse to you in that behalf.

9 Other payments:

9.1 It has been agreed that all the statutory charges, i.e taxes, duties, cesses including payment of Goods and Services Tax (GST) (whether applicable/payable now or in future) on any amount payable on this transaction, as also any betterment charges/new levies, surcharges that may be imposed/levied by the Government and/or any other authority, now or in the future shall be borne and paid by you alone and we shall not be liable, responsible to bear and pay the same or any part thereof.

9.2 The Purchaser/s has already paid before taking possession of the said Flat / premises and upon execution of these presents to the Promoter the total sum of Rs. _____/- development charges which is inclusive of Purchase Price, the bifurcation is as follows:

- Rs. _____/- Electricity Connection Charges
- Rs. _____/- Water Connection Charges
- Rs. _____/- Gas Connection Charges
- Rs. _____/- Legal Charges
- Rs. _____/- Phase I Amenity Charges

11. Proforma of the agreement for sale and binding effect:

11.1 The Agreement for Sale to be entered into between us does not create a binding obligation on us until execution and registration of Agreement of Sale by us in your favour.

11.2 You will not be entitled to transfer, sell or assign your rights under this Letter of Allotment which incorporates only an intention to enter into an Agreement for Sale and it is only after execution of the duly stamped and registered Agreement for Sale that a binding and enforceable contract shall come into existence

12. Execution and registration of the agreement for sale:

12.1 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.

12.2 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 or you fail to make the payments as mentioned herein, 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, we shall be entitled to cancel this allotment letter and further we shall be entitled to forfeit an amount as stated in Clause 8 hereinabove 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.

12.3 In the event the balance amount due and payable referred in Clause 12 (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 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 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.

15 Additional terms:

All the aforesaid terms and conditions are applicable and binding upon your respective nominees/legal heirs, executors, successors and assigns.

All letters, circulars, receipts and/or notices issued by us, dispatched under courier/certificate of posting to your address, as well as an email sent by us to you shall be sufficient proof of the receipt by you and must completely and effectively discharge us.

You hereby confirm, agree and acknowledge that, if booking of the said Flat is done through any agent/broker, then in that event we shall not be held liable and responsible for any misrepresentation, misleading or false information provided by such agent/broker. You further agree and confirm that we shall not be held liable and responsible for any internal arrangement arrived at by and between such agent/broker with yourself.

Please note that this allotment of the said Flat is subject to you executing/signing and submitting to us the duplicate copy of the duly signed Allotment Letter within _____ days of the date hereof. If we do not receive the duly signed Allotment Letter from you within the timelines mentioned herein. Then it shall be deemed that you have not accepted the allotment of the said Flat.

Signature

Name

(Promoter/Authorised Signatory)

Email id

Date:

Place:

Annexure - A

Stage wise time schedule of completion of the project

SR NO	STAGES	DATE OF COMPLETETION
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, lighting.	
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	

Promoter (s) / Authorized Signatory

Confirmation and Acknowledgment

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

Signature

Name

Date

Place