

ALLOTMENT LETTER

Date: _____

To,

Name of Allottee :- _____

Address of Allottee :- _____,
 _____,
 _____.

Email Id of Allottee :-

Contact Number :-

Ref:- 1) Allotment of Apartment No. _____ admeasuring about _____ sq. mts. in carpet area in _____ Wing on _____ Floor in the Proposed Building known as “SATRA HARMONY” of Subhash Nagar Rajeshwari CHS Ltd. a Co-operative Housing Society duly registered under the provisions of Maharashtra Co-operative Societies Act, 1960 bearing Registration No.BOM/HSG/7960 dated 31.12.1982 (hereinafter referred to as “the Society”) having its registered office address Building No.18, Subhash Nagar, Chembur, Mumbai – 400 071.

2) Covered/Stake/Mechanical Car parking No._____

Sir/Madam,

1. With reference to the personal meeting held with our representative, in respect of your (hereinafter referred to as “the Allottee”) request to allot the above Apartment admeasuring about _____sq.mts. in carpet area on _____ floor in ____Wing the proposed building being known as “ Satra Harmony” of Subhash Nagar Rajeshwari CHS

Ltd., which is under construction on the plot of land bearing Survey Nos.67 to 71 and forming part of CTS No.831(Part) admeasuring about 1203.42 sq.mtrs being lying and situated at Subhash Nagar, Chembur, Taluka Kurla, in the Mumbai Suburban District by us, i.e. RRB Realtors Pvt.Ltd. a Company incorporated under the provisions of Companies Act, 1956 having its registered office at the above address (hereinafter referred to as “the Promoter”) .

2. By the Registered Agreement for Development dated 15.7.2013 bearing no. KRL-3/6100 of 2013, executed between the Society on the one hand and us on the other hand, the Society has granted development rights in respect of the plot of land bearing CTS No.831 (Part) of Village Chembur, Taluka Kurla and to consume FSI as may be permissible by MHADA at the consideration and upon certain terms and conditions incorporated therein.

3. Municipal Corporation of Greater Mumbai (MCGM) has issued IOD bearing Ref.No.EB/CE/6769/BPES/AM dated 30.6.2015 and sanctioned the plans vide letter bearing Ref.No.CE/6769/BPES/AM dated 30.06.2015 and bearing Ref.No.CHE/ES/1590/M/W/337 (NEW) dated 25.01.2017 entitling us to redevelop and construct the proposed building on the aforesaid plot of land.

4. The copies of the plans and specifications of the Apartment agreed to be purchased by you as proposed by us have been seen and verified by your utmost satisfaction.

5. You have also been informed that under the MHADA's Policy, permissible FSI is subject to revision and/or enhancement which we being the Promoter are absolutely entitled to consume such additional FSI and consequently, we being the Promoter shall be further absolutely entitled to apply for amendment of sanctioned plan for additions and

alterations to the building under construction inter alia, by raising additional floors and/or constructing additional Wing as may be permissible by MHADA and MCGM. You have agreed for such additions and alterations and for that purpose authorize us by written consent appended herein.

6. You have requested us to allot the Apartment above referred. This is to confirm that your request has been considered favorably for allotment of the above referred Apartment at the lumpsum consideration of Rs. _____/-(Rupees _____Only)
(hereinafter referred to as “the purchase consideration” in the following manner;

Sr. No.	Stage	Amount in Rs.	% of Total Consideration
i)	Earnest Money		
ii)	On or before execution of the Agreement for Sale		
		Not exceeding 10% of total consideration	
iii)	On completion of the Plinth of the building or wing in which the said Apartment is located		
		Not exceeding 45% of total consideration.	
iv)	On casting of the First Slab of the proposed building.		
v)	On casting of the Third Slab of the proposed building.		
vi)	On casting of the Fifth Slab of the proposed building.		
vii)	On casting of the Seventh Slab of the proposed building.		
viii)	On casting of the Ninth Slab of the proposed building.		
ix)	On casting of the Eleventh Slab of the proposed building.		
x)	On casting of the Thirteenth Slab of the proposed building.		
xi)	On casting of the Fifteenth Slab of the proposed building.		
xii)	On casting of the Terrace Slab of the proposed building.		
		Not exceeding 70% of total consideration.	

xiii)	On completion of the walls, internal plaster, floorings doors and windows of the said Apartment.		
		Not exceeding 75% of total consideration.	
xiv)	On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment		
		Not exceeding 80% of total consideration.	
xv)	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located		
		Not exceeding 85% of total consideration.	
xvi)	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain etc.		
		Not exceeding 95% of total consideration.	
xvii)	At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate		
	Total		<u>100%</u>

7. The above consideration is excluding consideration towards your request for allotment of 1/ 2 _____ covered/ mechanical car parking/stake car parking No_____ for Rs._____/ (Rupees _____Only). The said amount shall be paid by you on execution of the Agreement. Thus the total consideration of the Apartment and the car parking is Rs._____/ - and Rs._____/ - aggregating to Rs._____/ -

8. The aforesaid consideration is excluding Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST) and Cess and/or any other similar taxes which may be levied, in

connection with the construction of and carrying out the Project, on this transaction, up to the date of handing over the possession of the said apartment including all increase and/or addition/s thereon or any other taxes as may be applicable from time to time in respect of this Allotment/transaction mentioned herein, shall be borne and paid by you alone, separately.

9. You are aware that TDS is applicable on transfer of immovable property, wherein the consideration of the property exceeds or is equal to Rs.50 Lakhs and therefore as per section 194 IA of the Income Tax Act, 1961 for all such transactions with effect from June 1, 2013, TDS @ 1% should be deducted paid by the purchaser of the property at the time of making payment of sale consideration and submit copy of challan/s to us, within the period of one month from the end of the quarter of the Tax Deduction at Source.

10. Carpet area of the said apartment is _____ sq. mtrs. as defined under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as “**the said Act**”) **means** the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said Apartment.

11. You have been clearly explained and having understood that time set out hereinabove for payment is essence of the contract. You have agreed to make the payment within the stipulated time as mentioned hereinabove, failing which we shall be entitled to terminate this allotment and forfeit the earnest money paid in terms of this letter in clause No.6(i)

after giving 15 days prior written notice and on refund of the balance amount received till then, in such an event, it shall be presumed that we deemed to have discharged our obligation to refund the balance amount to you, irrespective of the fact whether such cheque issued in your favour has been put up for encashment or not. In such an event, we shall be at liberty to deal with the above Apartment in such manner as we may deem fit without any reference or recourse to you.

12. You shall make the aforesaid payment by payees account cheque in our name and the time stipulated herein shall always been considered as an essence and in the event of default/delayed payment, you shall be liable and/or responsible to bear and pay interest on such defaulted amount for the delayed period at such rate as may be prescribed.

13. Within period ____ days from the date hereof and on payment of ____/10 % of the total consideration of the said Apartment and on receipt of written intimation, you shall come forward and agree and undertake to sign, execute and register the Agreement for Sale of the said Apartment, containing the detailed terms and conditions for the sale of the said Apartment, as per the format being uploaded on RERA website, draft of which has been perused by you and contents of the same has been approved by you and hence in future you shall not raise any objection to the letter and contents of the Agreement.

14. On execution of the said Agreement for Sale, the allotment letter shall stand ipso facto merged into the Agreement and thereafter will not be read in isolation.

15. Despite receipt of written intimation calling upon you to execute and register the Agreement for Sale for the said Apartment, if you are not coming forward to execute and to register the Agreement for Sale for said apartment, within a stipulated period of 30 days from the date of the said

written intimation, then allotment letter will be automatically cancelled/terminated and after deducting Rs._____/ - (Rupees _____ only) (hereinafter referred to as “agreed lumpsum damages”), all the amount paid by you (excluding the amount paid by you as earnest money, amount towards taxes, stamp duty, brokerage charges etc.) shall be refunded, by cheque, without any interest thereon, irrespective of the fact whether such cheque issued in your favour has been put up for encashment or not and there after we are entitled to sell/allot the said Apartment to any third person, without any reference to you and you shall not raise any objection and waive your right to make any claim in respect thereof.

16. Possession of the said apartment shall be handed over on 31.12.2019. On or before delivery of possession of the said Apartment, you have agreed to pay/deposit with us being the Promoter, various amounts referred in draft Agreement for Sale, which are in addition to aforesaid lumpsum consideration and you will not raise any objection for the same.

17. You shall be entitled to raise a loan to make balance payment, but the same shall be after execution of Agreement for Sale and not prior thereto. We shall be entitled to raise finance for carrying out and completing the work of the proposed building. However, the flat being allotted in terms of this letter shall not be affected.

18. Any communication, including notices for intimation for execution of Agreement, registration of Agreement, demand notices and any other communication pertaining to the Said Apartment, will be forwarded to your E-mail ID as given by you. i.e. _____ and your above mentioned address. You undertake to intimate us immediately in the event of any change in your E-mail ID and/or address.

19. You have taken inspection of all the documents of title and having after fully satisfied through your legal Advisor, relating to the said land and the plans, designs and specifications prepared by our Architect and such other documents as specified under the said Act and the Rules and Regulations made thereunder and has/have verified all the above referred documents and having fully satisfied with our entitlement being the promoter to redevelop the aforesaid project, have/has agreed to acquire the aforesaid apartment and hence you shall not be entitled to raise any requisitions and/or objections as regards our entitlement to construct the above building and/or any requisitions or objections pertaining to the title.

20. You have agreed to pay stamp duty & registration charges (and other miscellaneous charges viz; photocopy, scanning etc. to be incurred on registration of documents) on Agreement for Sale of the said Apartment.

21. You shall fill up necessary form/application to become a member of the said Society i.e. Subhash Nagar Rajeshwari CHS Ltd.

22. You shall fulfill and comply the observations, rules and regulations that may be from time to time framed by the Society.

23. You shall have a right only in respect of the Apartment abovementioned and all other built up area or otherwise including open space and/or any rights in the form of FSI including additional FSI etc. shall always belongs to us and we shall be entitled to consume such FSI or other benefits, which may be available in accordance with the Rules and Regulations and the Policy framed by Government of Maharashtra, MHADA, MCGM etc. and you shall not have any claim nor you shall raise any objection.

24. You have perused the draft, Agreement for Sale being executed and hereby agree and undertake not to raise any objection in any manner, otherwise, we shall be entitled to terminate this arrangement of allotment and refund the amount after forfeiting the amount paid by you under clause 6(i) without any interest and in such an event, you shall have no claim of whatsoever nature against us or in respect of the said Apartment, pending execution of the Agreement for Sale, and hence this letter of Allotment has been addressed to you.

25. You have confirmed that this Letter of Allotment supersedes previous writing/s and document/s, if any, exchanged/ executed between us in respect of this transaction and that only this Letter of Allotment constitutes the entire understanding /arrangement arrived at between the parties hereto for sale of the Said Apartment.

26. You shall be further liable and responsible to bear and pay and/or reimburse all future statutory taxes, dues, levies and duties by whatsoever name called and/or of whatsoever nature including, but not limited to service tax, GST, VAT levied/charges by the State and/or Central Government or any other Competent Authority and you hereby agreed to indemnify and shall always kept indemnified against us.

27. You shall not have any right or authority to assign or transfer the right under this letter, to any other person, without our consent in writing.

28. You are requested to go through this allotment minutely and in the event, if you are agreeable, please confirm the same. The contents of this letter shall be binding upon your heirs, legal representatives, executors and administrators.

29. You shall bear and pay the stamp duty in respect of the above Apartment under the provisions of Mumbai Stamp Act., if leviable and/or

payable and we shall not be liable and/or responsible in any manner.

You shall also bear and pay registration charges.

30. As a token of your Agreement to the above terms and conditions please sign this letter.

Yours truly,

For RRB Realtors Pvt.Ltd;

Authorized Signatory

I hereby agree and confirm the arrangement recorded in this letter.

Allottee

Receipt

Received of and from the withinamed Allottee
Mr./Mrs._____ a sum of Rs._____/-(Rupees
_____Only) as and by way of earnest
money/installment towards allotment of Apartment No. _____ in the
building known as “ Satra Harmony” of Subhash nagar Rajeshwari CHS
ltd. to be constructed on the plot of land bearing Survey Nos. 67 to 71
and forming part of CTS No.831 (Part) admeasuring about 1203.42
sq.mtrs being lying and situated at Village Chembur, Taluka Kurla in
the Mumbai Suburban District.

Cheque No	Date	Drawn on	Amount (Rs.)
		Total	

Yours truly,
For RRB Realtors Pvt.Ltd;

Authorized signatory