

No.
Date:

To,
Mr./Mrs./Ms.
R/o
(Address)
Telephone/Mobile number.....
Pan Card No.:
Aadhar Card No.:
Email ID:

Sub: Your request for allotment of flat / commercial premises / plot in the project known as **AOS Genesis' ("Project")** which is under construction on the plot bearing CTS No. E/746 to 748, admeasuring about 918.90 (Nine hundred and Eighteen point Ninety) square meters or thereabouts and in the revenue village Bandra, being at plot no. 90, on 7th Road, Khar (West), Mumbai - 400052. MahaRERA Registration No _____.

Sir/ Madam,

1. Allotment of the said unit:

This has reference to your request referred at the above subject. In that regard, I/ we have to pleasure to inform you that you have been allotted a ___ BHK flat/ villa/ bungalow/ commercial premises Bearing No. _____ admeasuring RERA Carpet area _____ sq. mtrs equivalent to _____ sq. ft. situated on _____ floor in Building _____ / Tower _____ / Block _____ / Wing _____ in the Project Known as "**AOS Genesis**", having MahaRERA Registration No. _____ hereinafter referred to as "the said unit", being developed on land bearing C.S. No(s) _____ CTS No(s) E/746 to 748 /Final Plot No(s) _____ /Survey No(s)____, Hissa No(s) _____ /Gat No(s) _____ / Khasra No. (s) _____ / Plot No(s) _____ lying and being at _____Village_____ Taluka _____, Dist. _____ admeasuring _____ sq. mtrs for a total consideration of Rs. _____ (Rupees. _____ in words _____ only) exclusive of GST, stamp duty, registration charges.

OR

1. Allotment of the said unit:

This has reference to your request referred at the above subject. In that regard, I/ we have to pleasure to inform you that you have been allotted a plot bearing No. _____ admeasuring _____ sq. mtrs. Equivalent to _____ sq. ft. in the Project Known as “**AOS Genesis**”, having MahaRERA Registration No. _____ hereinafter referred to as “the said unit”, being developed on land bearing C.S. No(s) _____ CTS No(s) E/746 to 748 /Final Plot No(s) _____ /Survey No(s)____, Hissa No(s) _____ /Gat No(s) _____ / Khasra No. (s) _____ / Plot No(s) _____ lying and being at _____ Village_____ Taluka _____, Dist. _____ admeasuring _____ sq. mtrs for a total consideration of Rs. _____ (Rupees. _____ in words _____ only) exclusive of GST, stamp duty, registration charges.

2. Allotment of the garage / covered parking space(s):

Further, we have pleasure to inform you that you have been allotted along with the said unit, garage/ covered parking space at _____ level basement / podium / stilt / mechanical car parking bearing no. _____ admeasuring _____ sq. ft. having _____ ft. length x _____ ft. breath x _____ ft. vertical clearance on terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

OR

2. Allotment of open car parking:

Further, we have pleasure to inform you that you have been allotted an open car parking bearing No. _____ without consideration.

3. Receipt of Part Consideration:

I / we confirm to have received from you an amount of Rs. _____ in figures _____/- (Rupees _____ in words _____ 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 _____ DD/MM/YYYY_____, through _____ mode of payment. The above amount received by me/us have been deposited in RERA designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA designated Transaction Bank

Account having Account No. _____ and
_____ respectively.

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 an amount of Rs. _____ in figures _____/- (Rupees _____ in words _____ 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 _____ DD/MM/YYYY, through _____ mode of payment. The balance _____% of the booking amount / advance payment shall be paid by you in the following manner.

- a) Rs. _____/- in figures (Rupees _____ in words _____ Only) on or before _____ dd/mm/yyyy.
- b) Rs. _____/- in figures (Rupees _____ in words _____ Only) on or before _____ dd/mm/yyyy.
- c) Rs. _____/- in figures (Rupees _____ in words _____ Only) on or before _____ dd/mm/yyyy.
- d) Rs. _____/- in figures (Rupees _____ in words _____ Only) on or before _____ dd/mm/yyyy.

Note: the total amount accepted under this clause shall not be more than 10% of the cost of the said unit.

B. If you fail to make the balance _____% of the booking amount / advance payment within the time period stipulated above further action as stated in Clause 12 hereunder written shall be taken by us as against you.

C. The above amount received by me/us have been deposited in RERA designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA designated Transaction Bank Account having Account No. _____ and _____ respectively.

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. 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; and
- iii. The website address of MahaRERA is
<https://maharera.mahaonline.gov.in/#>

5. **Encumbrances:**

I/ We hereby confirm the said unit is free from all encumbrances and I / we hereby further confirm that no encumbrances shall be created on the said unit.

OR

I/ We have created the following encumbrance(s) / encumbrance(s) attached with caveats as enumerated hereunder on the said unit:

- a) _____
- b) _____
- c) _____

6. **Further Payments:**

Further payments towards the consideration of the said unit as well as of the garage(s) / covered car parking(s) shall be made by you, in the manner and at the times as well as on the terms and conditions as more specifically enumerated in the agreement for sale to be entered into between ourselves and yourselves.

7. **Possession**

The said unit along with the garage(s) / covered car parking space(s) shall be handed over to you on or before _____ subject to the payment of the consideration amount along with the other charges in the manner and at the times as well as the terms and conditions as more specifically enumerated in the agreement for sale to be entered into between ourselves and yourselves.

8. **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 funding Rate plus two percent.

9. Cancellation of allotment:

- i. In case you desire to cancel the booking 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.

Sr. No.	If the letter requesting to cancel the booking is received,	Amount to 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 unit;
3.	Within 31 to 60 days from issuance of the allotment letter;	1.5% of the cost of the said unit;
4.	After 61 days from issuance of the allotment letter;	2% of the cost of the said unit;

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

- ii. In the event the amount due and payable referred in Clause 9 i) 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:

You shall make payment of GST, Stamp duty, registration charges and other 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. Performa of the agreement for sale and binding effect:

The proforma of the agreement for sale to be entered into between ourselves and yourselves is enclosed herewith for your ready reference. Forwarding the proforma of the agreement for sale does not create a

binding obligation on the part of ourselves and yourselves until compliance by yourselves of the mandate as stated in Clause 12.

12. Execution and registration of the agreement for sale:

- i) 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 the event the booking amount is collected in stages and if the allottee fails to pay the subsequent stage installment, the promoter shall serve upon the allottee a notice calling upon the allottee to pay the subsequent stage installment within 15 days which if not complied, the promoter shall be entitled to cancel this Allotment letter. On cancellation of the allotment letter the promoter shall be entitled to forfeit the amount paid by the Allottee or such amount as mentioned in the table enumerated in clause 9 whichever is less. In no event the amount to be forfeited shall exceed the amount mentioned in the above referred table. Except for the terms and conditions as enumerated in this allotment letter shall be applicable even for cases where booking amount is collected in stages.*

- ii) 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 2 months from the date of issuance of this letter or within such period as may be communicated to you, I/ we shall be entitled to serve upon you a notice calling upon you to execute the agreement PDF sale and appear for registration of the same within 15 (Fifteen) days, which if not complied, I/we shall be entitled to cancel this allotment letter and further I /we shall be entitled to forfeit an amount not exceeding 2% of the cost of the said unit 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.
- iii) 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 agreement for sale between ourselves and yourselves. Cancellation of allotment of the sail unit thereafter, shall be covered by the terms and conditions of the said registered document.

14. Others

- a) You have perused and satisfied yourselves as regards the sanctioned plans of the proposed building under construction and the requisite approvals, site conditions and title documents. You are made aware that the said unit shall be for 'Residential purpose' only and not for any commercial use and no change of user shall be permitted registered under no. [_____] under the provisions of the Real Estate (Regulation & Development) Act, 2016 ("RERA").
- b) Subject to the timely payment of the Sale Price as agreed, the society will enter into an appropriate agreement for sale at the appropriate stage, setting out detailed terms and conditions of sale of the Premises at a later date.
- c) This letter is not intended to create any right or interest in the Premises or on the land on which the proposed building is to be constructed.
- d) Since, this letter does not amount to any creation of any right in the Premises; the Promoter shall be entitled to make any additions and alterations in the sanctioned plans, layout plans and specifications, as may be permitted by the law, without your previous consent.
- e) This letter shall not be treated as any agreement or understanding between us for sale of the Premises unless and until a formal agreement for sale is executed between us and registered with the concerned Sub-Registrar of Assurances.
- f) As this letter does not confer any right or interest in the Premises, you will not be entitled to transfer or assign the same or seek specific performance for sale of the Premises to you.
- g) Under any situation you are not entitled to terminate this allotment and cancel your booking and/or sell your Premises to any third

party without prior intimation to the promoter in writing until possession.

- h) All notices to be served upon you as contemplated in this letter shall be deemed to have been duly served if sent to you by Post/Hand Delivery/ Registered A.D. / Email to the address given hereinabove.

15. Headings:

Headings are inserted for convenience only and shall not affect the Construction of the various Clauses of this allotment letter.

Signature

Name: _____

(Promoter(s)/ Authorized Signatory)

(Email Id)

Date: _____

Place: _____

CONFIRMATION & ACKNOWLEDGEMENT

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

Signature

Name _____

(Allotee/s)

Date: _____

Place: _____

Annexure - A

Stage wise time schedule of completion of the project

Sr. No.	Stages / Milestones	Date of Completion
1.	Excavation	
2.	Basements (if any)	
3.	Podiums (if any)	
e	Plinth	
5.	Stilt (if any)	
6.	Slabs of super structure	
7.	Internal walls, internal plaster, completion of flooring, 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 and disposal	
18.	Water conservation and Rain water harvesting	
19.	Electrical meter room, sub-station, receiving stations	
20.	Others	

Promoter(s)/ Authorized
Signatory