

LETTER OF ALLOTMENT

Date:- _____

To,
(Allottee Name)

Sub:- Allotment of residential unit being Flat No._____, _____ Wing in the Building Known as “**JAK CELEBRITY**” in _____ Residential Complex, situated at Bhayander (E), Taluka & District Thane (“**Flat**”).

Our project is registered under the provisions of the Real Estate (Regulation and Development) Act 2016 with the Real Estate Regulatory Authority at _____ no _____;

We thank you for your Application dated _____ bearing No._____ (“**Application Form**”) addressed to our firm/company (“**Firm/Company**”) and for the payments required for the purpose of allotment of your chosen flat in our project. It is indeed our pleasure to inform you that the Flat booked by you via the aforementioned Application and provisionally allotted to you is now being finalized subject to the terms and conditions as stated in the Application as hereunder;

The Details of the Applicant and the Flat allotted thereto are as under;

Name of Allottee (s)	
Address of Allottee (s)	Address:
Email ID of Allottee(s)	
Flat No.	
Name of Building	
Floor No.	
Type of Flat/Unit	
Carpet Area	(Area) Sq. Ft. / Sq. Meters
No. of Car Parking allotted	
Total aggregate Consideration Value	

That you have paid a sum of Rs _____ (Rupees _____ only) (not exceeding 10% of the total consideration) as advance payment or application fee and hereby agrees to pay to Company/firm i.e. the Promoters in the Agreement for Sell to be executed with you i.e. the Allottee and as per the terms you have agreed to pay the balance amount of Rs/- (Rupees.....) to our Company/firm i.e. the Promoters in the following manner :-

- i. Amount of Rs...../- (not exceeding 30% of the total consideration) to be paid to the Company/firm after the execution of Agreement.

- ii. Amount of Rs...../- (not exceeding 45% of the total consideration) to be paid to the Company/firm on completion of the Plinth of the building or wing in which the said Flat is located.
- iii. Amount of Rs...../- (not exceeding 70% of the total consideration) to be paid to the Company/firm on completion of the slabs including podiums and stilts of the building or wing in which the said Flat is located as demanded by the Company/firm from time to time as per the progress of the construction work of the said building.
- iv. Amount of Rs...../- (not exceeding 75% of the total consideration) to be paid to the Company/firm on completion of the walls, internal plaster, floorings doors and windows of the said Flat.
- v. Amount of Rs...../- (not exceeding 80% of the total consideration) to be paid to the Company/firm on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat.
- vi. Amount of Rs...../- (not exceeding 85% of the total consideration) to be paid to the Company/firm on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Flat is located.
- vii. Amount of Rs...../- (not exceeding 95% of the total consideration) to be paid to the Company/firm i.e. the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Flat is located.
- viii. Balance Amount of Rs...../- against and at the time of handing over of the possession of the Flat to the Allottee on or after receipt of occupancy certificate or completion certificate.

The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, Value Added Tax, Service Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the Project payable by the Company/firm i.e. the Promoters) up to the date of handing over the possession of the Flat.

Note: Each of the installment mentioned in the sub clause (ii) and (iii) shall be further subdivided into multiple installments linked to number of basements/podiums/floors in case of multi-storied building /wing.

Terms and Conditions:

1. Upon issuance of the Letter of Allotment, the Allottee shall be liable to pay the aforesaid Consideration Value and Other Charges as per payment schedule specified hereinabove together with the applicable government taxes and levies, time being the essence.
2. The Allottee shall be liable to pay the Society and other charges as per payment Schedule described in the Annexure-‘A’ hereto, time being the essence.
3. The Allottee shall, in relation to the flat, make all payments to the Company/firm from his own bank account only and not from and through the bank accounts of third parties. The Allottee alone shall be responsible and liable in relation to the payments made by any third party. Notwithstanding the aforesaid, the receipts for the payments made in relation to the flat shall be issued in favour of the Allottee only.
4. The Allottee agrees and undertakes to be bound by and perform all obligations and the terms and conditions contained in the Application and this Letter of Allotment, including timely payment of amounts stated hereunder.
5. In the event the Allottee fails or neglects to comply with any of his obligations, including (but not limited to) making payment of all due amounts as per Schedule of payments stated hereto (and interest thereon, if any) the Allottee shall be deemed to be in default. In the event of such default, the Company/firm shall issue notice to the Allottee of such default and the Allottee shall be provided with a further period of 15 days from the date of such notice to cure the said default. In the event the Allottee fails to cure such default within 15 days from the date of notice of such default (or such default is not capable of being cured), the Company/firm shall have the option to cancel the allotment of the flat, by sending a termination letter by RPAD/Speed Post. when the allotment shall stand cancelled and the amount till then paid by the allottee shall be refunded by the Post Dated Cheques, however Subject to deductions of Liquidated Damages amounting to 10% of the amount paid by the allottee till then and also the taxes deducted at sources.
6. All overdue payments shall attract interest at 10% p.a. (the interest rate shall also increase from time to time with increase of rate of interest of prime lending rates of SBI prevalent at the relevant time), quarterly compounded, from the dates they fall due till realization.
7. The Company/firm shall endeavor to make available the Flat for Possession by _____ to _____ [**“Date of offer of Possession”**] (with a grace reasonable period as agreed amongst the parties hereto), subject to the Allottee not being in breach of any of the terms of the Application Form/Letter of Allotment/Agreement to sell. In the event of any force majeure situations (including but not limited to inordinate delay in issuance of NOCs/connections/ approvals/licenses from the competent local authorities and/or judicial or regulatory orders), the date of such possession shall stand extended accordingly.
8. The flat cannot be let, sublet, re-sold or transferred to any third party by the Allottee till all amounts in relation to the flat have been received by the Company/firm and the Allottee has take possession of the flat.

9. Registration of Agreement to sell (Stamp Duty, GST and Registration charges apply) to be completed immediately after payment of Booking Amount. The Company/Firm reserves its right not to accept any payment over the Booking Amount till such time that the Agreement to sell is registered and any delay in payment on this account shall be deemed to be delay on account of the Allottee.
10. All applicable Government Taxes and Levies including GST shall be payable as and when demanded by the Company/Firm.
11. In the event the Allottee approaches a bank/financial institution for availing a loan, any delay by such bank/financial institution in making the payment as per schedule mentioned hereinabove shall attract interest at 10% per annum (the interest rate shall also increase from time to time with increase of rate of interest of prime lending rates of SBI prevalent at the relevant time) from the date they fall due till realization of payment.

I would like to take this opportunity to thank you for the trust that you have reposed in our Company/firm, and assure you of your best services at all times.

Warm Regards,

(Authorized Signatory)

ANNEXURE A
SOCIETY AND OTHER CHARGES

- (i) Provisional CAM Charges (payable on or before the Date of Offer of Possession:
- a)Rs._____/ - towards provisional Building CAM charges for a period of _____ months from date of Offer of Possession.
- b)Rs._____/ - towards provisional Federation/Society CAM charges for a period of _____ months form the date of offer of possession.
- (ii)Rs. for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body (payable on or before the Date of Offer of Possession.
- (iii) Rs. for formation and registration of the Society or Limited Company/Federation/ Apex body (payable on or before the Date of Offer of Possession.
- (iv) Rs. for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/
Apex body (payable on or before the Date of Offer of Possession.
- (v) Rs.for deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/ Apex body(payable on or before the Date of Offer of Possession.
- (vi) Rs..... For Deposit towards Water, Electric, and other utility and services connection charges (payable on or before the Date of Offer of Possession.
- (vi) Rs _____ for deposits of electrical receiving and Sub Station provided in Layout(payable on or before the Date of Offer of Possession.
- (vii) Provisional Property Tax (payable on or before the Date of Offer of Possession:
- Rs._____/ - as an advance towards provisional Property Tax in respect of the Unit for a period of () Months from the date of offer of possession.
- (viii) Other Charges (payable on or before the Date of Offer of Possession:

Towards	Amount (Rs.)
Administrative Charges	Rs._____/ -
Legal Charges	Rs._____/ -
Utility connection & related expenses	Rs._____/ -
Piped Gas Connection & related expenses (if applicable)	Rs._____/ -