

ALLOTMENT LETTER

Date: _____

Mr./Mrs./Ms.

[Address / Contact details]

Subject: Allotment Letter in respect of Flat No. __, admeasuring on or about __sq. mtrs. of carpet area on the __ Floor in the building known as “_____” situated at _____

Dear Sir/ Madam,

- 1 At your specific request, we are pleased to tentatively allot you residential premises being proposed Flat No. ____ admeasuring about _____ **sq. mtrs.** carpet area as per BMC and _____ sq. mtrs. carpet area as per RERA including Fungible F.S.I. on the ____ Floor, in the proposed building “_____” **consisting of** _____ + _____ **Floors**, being constructed on all that piece or parcel of land bearing C.T.S. No. _____ at _____.

The documents pertaining to the title of the said Flat and property are already inspected by you, we have received IOA/IOD dated _____ and Commencement Certificate bearing dated _____ as also the duly approved and sanctioned Building plans and permissions and you are duly satisfied with the same and shall not raise any requisition, objection, claim or demand in that respect of any nature whatsoever.

- 2 On demand, we have given you the inspection of all title documents relating to the Property, permissions given by concerned authorities and the plans, designs and specifications prepared by the Architect and the Structural Engineer and all other relevant documents specified under the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder.
- 3 We are agreeable to sell you on ownership basis a flat admeasuring ____ sq. mtrs. (carpet area) bearing no. ____ on __ Floor (hereinafter referred to as “**Flat**”) in the said building; subject to the terms and conditions contained herein. We shall be entitled to vary and modify the plans in respect of the said Building and/or amenities to be provided as may be required by the concerned authority; for which you shall give us your consent as required by the provisions of RERA. We are also agreeable to grant you permission/rights to park only one vehicle in car parking area; either mechanical or otherwise in the said Property. The car parking number shall be assigned and communicated to you at the time of handing over possession of the Flat to you.
- 4 The sale price of the Flat shall be **Rs. _____/-(Rupees _____ Only)** which shall be paid as set out in accompanying **Annexure “A”**. This includes the earnest money of **Rs. _____/-(Rupees _____ Only)** paid by you prior hereto, the receipt whereof is acknowledged at the foot of this writing (“**Earnest Money Deposit**”).

Sr. No	Date	Bank & Branch	Cheque No	Amount
1				
		TOTAL		_____-/-

5. In addition to the sale price you shall also bear and pay further amounts and charges more particularly set out in **Annexure “B”**.
6. As per the request of the allottee the said premises being Flat No. _____ shall be handed over to the Purchaser(s)/ Investor(s) in Bare Shell condition. The promoter shall provide bare shell flat with RCC, external block work and main door only. The promoter shall provide electrical cable / connection till the distribution board location inside the said premises. The promoter shall provide water supply and sewage, connection at a single point in the plumbing / toilet shaft outside the flat. For the sake of clarity it is agreed by and between the parties that promoter shall not provide the following items/fittings :
- All windows
 - All Internal doors
 - All Bathroom & Kitchen fittings
 - All Tiles, Granite, Counters
 - All Electrical Fittings
 - All Internal Gypsum / Painting
 - All Internal block work
7. It is the responsibility of the Allottee(s) to get the flooring, dado, skirting, tiling, internal electrical works & fittings, internal plumbing, sanitary fittings, kitchen platform through an external agency appointed by him. Accordingly, the Allottee(s) have appointed the Developer as Contractor to get the flooring, dado, skirting, tiling, internal electrical works & fittings, internal plumbing, sanitary fittings, kitchen platform done, for a total consideration of Rs/- (Rupees Eighteen lacs Only/-) excluding GST. The Allottee(s) had made payment of **Rs. /- (Rupees ----- Only)** vide details:

Sr. No	Date	Bank & Branch	Cheque No	Amount
1				
2				
3				
4				
		TOTAL		_____/-

8. You are aware that you are required to deduct tax at source (TDS) in accordance with the applicable rates as per the Income Tax Act, 1961. You shall pay the tax deducted to the government and deliver the relevant TDS certificate, challans, receipts and other relevant documents relating to each payment, to us as per the provisions of the Income-tax Act, 1961 and the rules made thereunder. Any delay in making the payment and/or taxes as aforesaid,

you shall be liable to pay the interest and/or any penalty levied by the concerned authority/ies in respect thereof.

9. We shall confirm the final carpet area that has been allotted to you after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by us. If there is any reduction in the carpet area within the defined limit then we shall refund the excess money paid by you within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by you. If there is any increase in the carpet area allotted to you, you shall pay additional amount to us at the same rate per square meter and prior to taking possession of the said Flat.
10. It has been agreed that the time for payment of all the amounts mentioned herein, including the aforesaid installment(s), is of essence of the contract. It is further agreed that irrespective of any disputes which may arise between us, you shall make payments as and when demanded by us within 15 days from the date of Notice; failing which you shall be liable to pay the amount so demanded along with interest thereon on the outstanding amount @ State Bank of India highest Marginal Cost of Lending Rate plus 2 percent per annum for the delayed period.
11. You have further confirmed that we shall be entitled to raise loan /mortgage on the aforesaid property including the proposed construction carried out thereupon from any Bank, Financial Institution or Company.
12. Without prejudice to our right to charge interest upon you committing default in payment on due date of any amount due and payable by you to us (including your proportionate share of taxes levied by concerned local authority and other outgoings) and upon you committing three defaults of payment of installment(s), we shall at our own discretion, may cancel this allotment; Provided that we shall give notice of fifteen days in writing to you, by Registered Post AD or by e-mail at address provided by you, of our intention to terminate this allotment and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Allotment. If you fail to rectify the breach or breaches mentioned by us within the period of notice then at the end of such notice period, we shall be entitled to terminate this allotment. **Provided further that upon termination of this allotment as aforesaid, we shall deduct 5% of the total flat consideration from the amount paid till the date of such cancellation for the time, efforts and process initiated by us during this period and also the trouble for searching another customer hereinafter, being on account of the request of the flat purchasers and refund the amount paid by you without any interest**

(subject to adjustment and recovery of Earnest money deposit, brokerage paid and taxes or any other amounts paid as liquidated damages) within a period of thirty days of the termination of this allotment. Upon termination we shall be free to allot the said Flat to any person(s) of our choice and you shall have no objection thereto. On cancellation/termination, you shall have no claim of any nature whatsoever against us except in respect of the balance amount payable if any.

13. You shall execute and register Agreement for Sale within 30 days from the date of payment of 10% of the total consideration amount and shall pay applicable stamp duty, registration charges and other applicable statutory taxes and levies thereon. If you fail to execute and register Agreement for Sale as aforesaid, then we shall be entitled to cancel this allotment.
14. You have further confirmed to us that an intimation forwarded by us to you that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed.
15. The detailed terms of the sale/transfer of the Flat shall be incorporated in the Agreement ("Agreement"). The Agreement shall include the entire understanding as regards the sale of the Flat to you and shall be governed by the provisions of Real Estate (Regulation and Development) Act, 2016 and rules made thereunder. Provisions of this allotment letter shall be deemed to be incorporated into the Agreement. However, in case of any conflict between the provisions of the Agreement and this letter of allotment, the provisions of the Agreement shall prevail.
16. This letter is issued to record the understanding between parties and to reserve the allotment of the Flat to you, in accordance with the terms and conditions of this letter. However, it is hereby clarified that this letter of allotment does not create or vest any title in the Flat or any common areas in you. It is understood that you are paying the consideration amount from your own legitimate resources.
17. In addition to the consideration and other amounts as mentioned herein, you shall also be liable to pay the following amounts as and when demanded by us without raising any objection/query or otherwise:
 - a. All taxes, levies, cesses, duties (whether applicable/payable now or become applicable/payable in future) including but not limited to Value Added Tax (VAT), Service tax, Goods and Service Tax (GST) or any other direct/indirect taxes/levies that may be imposed as applicable;

b. All cost, charges, expenses, including but not limited to stamp duty, registration charges and or incidental charges in connection with the documents to be executed for sale of the said Flat including on the booking form, this letter and the said Agreement.

18. You shall not be entitled to assign the benefit of this letter or purport to sell/ transfer the flat until full purchase consideration is paid by you, and only after obtaining our prior written consent.
19. On completion of the said project, the aforesaid property along with the said building shall be conveyed to the society/ association/ condominium or a limited company as the case may be, formed of the premises purchasers in the said building. We will ensure your enrollment as member of the co-operative society/ association/ condominium or a limited company as the case may be to be formed of all the premises holders in the said building.
20. All letters, circulars, receipt and / or notices to be served on you as contemplated by this present shall be deemed to have been duly served if sent to you by registered post A.D. / Under Certificate Of Posting at your address known to us which will be sufficient proof of receipt of the same by you and shall completely and effectively discharged of our entire obligation.
21. It is expressly hereby agreed by you that in the event of any of the terms and conditions mentioned in this Letter of Allotment issued to you may vary / differ with that of the terms and conditions mentioned in the Regular Printed Agreement For Sale of Premises to be issued to you for the said premises or vice versa, you shall not raise any claims / objections for the same and that this Letter shall be deemed to have been modified.
22. You shall not be permitted or entitled to sell, dispose off, deal with, transfer, convey, assign, mortgage, create third party rights, etc. in respect of the said Flat and the benefits of these presents to any person/s and/or body, in any manner whatsoever without the written consent of the Developer before taking possession.
23. All the terms and conditions mentioned herein shall be binding on you and you confirm that this allotment is the basis of commercial understanding between us. This Allotment shall be subject to Mumbai Jurisdiction Only.

Kindly confirm the above by signing the duplicate hereof signifying acceptance of the above terms and conditions.

Yours truly

For _____

We Confirm

ALLOTTEE/S

PAYMENT SCHEDULE FOR FLATS

ANNEXURE "A"

Details	AMOUNT (Rs.)
On Booking	/-
On Registration Of Agreement For Sale	/-
On Completion Of Plinth	/-
On Completion Of Terrace Slab	
On Completion Of Walls Of The Said Flat	/-
On Completion Of Internal Plaster Of The Said Flat	/-
On Completion Of Flooring, Doors And Windows Of The Said Flat	/-
On Completion Of Staircases, Liftwells, Lobbies Up To The Floor Level Of The Said Flat	/-
On Completion Of Sanitary Fittings Of The Said Flat	/-
On Completion Of Terraces With Water Proofing Of The Building	/-
On Completion Of External Plumbing And External Plaster And Elevation Of The Building	/-
On Completion Of Electrical Fittings To The Floor Level Of The Said Flat	/-
On Completion Of Lifts And Water Pumps	/-
On Possession	/-
TOTALRUPEES _____ ONLY	/-

ANNEXURE “B”

- **OTHER CHARGES PAYABLE PRIOR TO HANDOVER OF THE FLAT FOR FIT OUTS AND FIXTURES IN ACCORDANCE WITH THE AGREEMENT.**

SR. NO.	DETAILS	Amount
1.	Legal and miscellaneous Charges	/-
2.	Society Formation	/-
3.	Share money, application and entrance fee of the society formed by the flat purchasers (at actuals)	/-
4.	Proportionate advance deposit for the maintenance, management and upkeep of the building as may be fixed as also taxes and other outgoings @ Rs. /- per sq. mtr. per month on carpet area for months.	/-
5.	Charges payable for electricity, water and other service connections to building	/-
6.	Corpus @ Rs. /- per sq. mtr. on carpet area	
Total Rupees Only		/-

Please Note:

1. It is expressly understood that the consideration mentioned herein does not include any taxes.
2. Any other incidental or consequential charges, if any, shall be charged extra.