

# LETTER OF ALLOTMENT

To,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

**Ref.: Allotment of a Flat bearing No. \_\_\_\_\_ on \_\_\_\_\_ Floor, having a Carpet area \_\_\_\_\_ sq.mtr. [excluding Balcony area adm. \_\_\_\_\_ sq. mtr. & Terrace area adm. \_\_\_\_\_ sq. mtr. and Cup Board area adm. \_\_\_\_\_ sq.mtr. & Flower Bed area adm. \_\_\_\_\_ sq. mtr.], in the Building known as “Girivihar”, situated at plot of land bearing bearing Survey No. 77-A, Hissa No. 4(part) and 6(part), totally admeasuring 603 Sq. Yard corresponding to 504.19 sq. mtrs.(now reduced to 479.19 sq. mtrs.) now corresponding to Tika No. 23 City Survey No. 9( Now Know as Tika No. 23 City Survey No. 9A) situated at Village Thane, Taluka Thane, District Thane, 400602**

Dear Madam/Sir,

At your request we are pleased to allot and you have agree to accept the allotment of **Flat bearing No. \_\_\_\_\_ on \_\_\_\_\_ Floor, having a Carpet area \_\_\_\_\_ sq.mtr. [excluding Balcony area adm. \_\_\_\_\_ sq. mtr. & Terrace area adm. \_\_\_\_\_ sq. mtr. and Cup Board area adm. \_\_\_\_\_ sq.mtr. & Flower Bed area adm. \_\_\_\_\_ sq. mtr.], in the Building known as “Girivihar”, plot of land bearing bearing Survey No. 77-A, Hissa No. 4(part) and 6(part), totally admeasuring 603 Sq. Yard corresponding to 504.19 sq. mtrs.(now reduced to 479.19 sq. mtrs.) now corresponding to Tika No. 23 City Survey No. 9( Now Know as Tika No. 23 City Survey No. 9A) situated at Village Thane, Taluka Thane, District Thane, 400602** for the aggregate price of **Rs. \_\_\_\_\_/- [Rupees \_\_\_\_\_ Only]including Rs. \_\_\_\_\_/- [Rupees \_\_\_\_\_ Only]** being the proportionate price of the common areas & facilities appurtenant to the premises.

1[a] In addition to the aforementioned consideration you shall on or before delivery of possession of the said premises keep deposited pay :

- (i) Rs. \_\_\_\_\_/- for share money, application entrance fee of the Society or Limited Company/Federation/ Apex body.
- (ii) Rs. \_\_\_\_\_/- for formation and registration of the Society or Limited Company/Federation/Apex body.
- (iii) Rs. \_\_\_\_\_/- for proportionate share of taxes and other charges/levies in respect of the Society or Limited Company /Federation/Apex body
- (iv) Rs. \_\_\_\_\_/- deposit towards provisional monthly contribution towards outgoings of Society or Limited Company/Federation/Apex body.
- (v) Rs. \_\_\_\_\_/- For Deposit towards Water, Electric, and other utility and services connection charges.
- (vi) Rs. \_\_\_\_\_/- for deposits of electrical receiving and Sub Station provided in Layout

**NOTE :** The Charges in Clause No. 1[a] (i to vi)collected developers alongwith cost of flat therefore no separate charges required to be paid by the Purchsaers

[b]     Rs. \_\_\_\_\_/- for meeting all legalcosts, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Developers in connection with formation of the said Society orLimited Company, or Apex Body or Federation and for preparing its rules, regulationsand bye-laws and the cost of preparing and engrossing the conveyance or assignment of lease.

[c]{i}     At the time of registration of conveyance or Lease of the structure of the building orwing of the building, the Allottee/Purchaser shall pay to the Developers, the Allottee/Purchasers, share of Stamp Duty & Registration Charges payable, by the said Society or Limited Companyon such conveyance or lease or any document or instrument of transfer in respect of thestructure of the said Building /wing of the building. At the time of registration ofconveyance or Lease of the project land.

{ii}     The Allottee/Purchaser shall pay to the Developers, the share of Stamp Duty & Registration Charges payable, by the said Apex Body or Federation on such conveyance or lease or any document or instrument of transfer inrespect of the structure of the said land to be executed in favour of the Apex Body or Federation.

{iii}     The same shall be required to be paid as decided and worked out subsequently before handing over of physicale possession and will be intimated accordingly.

2.     The Total price above excludes Taxes [Consisting of Tax paid or payable by the Developers by way of Good Service Tax [GST], Value Added Tax (VAT), 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 Developers] up to the date of handing over of possession of the Apartment/Flat/Shop.

3.     The Total price is excalation free, save & except excalations /increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competant authority local bodies /Government from time to time. The Developersundertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost or levies imposed by the competent authorities etc., the Developersshall enclosed the said notification/order/rule/regulation published/issued in that behalf to that effect alonwith the demand letter being issued to the Purchasers which shall only be applicable on subsequent payments.

4.     The payment of said agreed sale consideration amount shall required to be paid as under :

(a)     **Rs.** \_\_\_\_\_ **[-     [Rupees     \_\_\_\_\_**  
\_\_\_\_\_ **Only]**Allottee/Purchaser has paid on issuances of this Letter of Allotment being as Earnest Money Cum Deposit or being as part payment [Receipt for the same do hereby admitted & acknowledged separately.

(b)     Balance amount of sale consideration of sum of**Rs.** \_\_\_\_\_ **[-   [Rupees**  
\_\_\_\_\_ **Only]** shall be paid in the following manner.

Sr. No.	Particulars of work	AMOUNT
I.	After registration of Agreement for Sale and Commencement of Work	

II.	On Completion of Plinth & Foundation work	
III.	On Completion of All Slab Work [Schedule wise/Breakup given in schedule enclosed herewith]	
IV.	On Completion of Walls, Internal Plaster, Flooring Doors & Windows	
V.	On Completion of Sanitary Fittings, Stairase, Lift Walls, Lobbies upto the Floor level	
VI.	On Completion of External Plumbing & External Plaster, Elevation, Terrace, with Water Proofing	
VII.	On Completion of Lifts, Water Pumps, Electric Fittings, electro, mechanical & enviornment requirements, entrance lobby/s, plinth protection, paving or areas appertain & all other requirements	
VIII.	On Possessionupon receipt of Occupancy Certificate	
	<b>Total Rs.</b>	

It is specifically agreed by and between us that the time limit and payment of all installments shall be the essence of contract. In case you commit default in payment of any of installments, the offer may be cancelled by giving notice of Fifteen [15] days to make the payment and even after notice if you have failed, neglected to make the payment of due amount than this Allotment Letter shall stand automatically cancelled and EMD amount to be forfeited. The remaining amounts paid by you shall be refunded without interest after deducting all expenses & losses. However interest for delayed payment will be charged @ 18% p.a. Regular Agreement for Sale under Section 4 of MOF Act& shall be executed only after receipt of 10% of total agreed sale consideration from you and also after the detailed particulars sought for shall furnished by you, you will not have any claim over the allotted Flat unless minimum amount 10% of agreed sale consideration is paid & realised to the Bank Account opend for said project.

6       The project under the provisions of **The Real Estate [Regulation & Development Act, 2016 with The Real Estate Regulatory Authority No.** \_\_\_\_\_.

**Note :**

1.       This letter of allotment of booking of Flat shall be confirmed subject to payment of minimum 10% of agreed consideration amount and realization of issued cheques.
2.       The Developersshall confirm the final carpet area that have been allotted to the Purchaser after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of Three [3%] Per Cent. The total price payable for the carpet area shall be recalculated upon confirmation by the Developers. If there is any reduction in the carpet area within the defined limit then Developersshall refund the excess money paid by Purchaser within Forty Five [45] days with annual interest at the rest specified in the Rules from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developers shall demand additional amount from the Purchaser as per the next milestone of the payment plan.
3.       The Allottees/Purchasers shall not make any changes, alteration in the allotted flat till the occupancy certificate obtained and written permission from Architect of building and Builder issued to that effect.
4.       The Allotted Flat shall be used for the purpose its purchased.

5. The allottee shall require to pay provisional monthly maintenance charges and grampanchayat/property tax immediately from the date of obtaining of occupancy certificate from concerned authority of TMC till the society registered and make the advance payment of the same for Twelve (12) month of **Rs. \_\_\_\_\_/- per month.**
6. If delay in payment of installment takes place more than Two (2) months from the date of its demand then developers will have full right, liberty to cancel the booking of flat by giving notice of Fifteen [15] days for the payment and even after notice if Allottee/Purchaser fail neglect to pay the outstanding amount then this Allotment Letter & Agreement for Sale be executed between the parties shall be treated as automatically cancelled and Allottee/Purchaser shall have no right, claim over the said flat except claim the refund of paid amount without interest, the same to be refunded by the Promoters/Builders within **Forty Five[45] days** from cancellation of Allotment/Agreement for Sale after the forfeit of EMD amount. The Promoters/Builders shall have right & liberty to allot, sell the same to any third party of his/her/their choice & price.
7. The Allottees/Purchasers shall Co-Operate in Formation of Society and shall contribute towards the expenses incurred.
8. The Allottees/Purchasers shall pay the transfer fees of TMC Ltd.
9. The amenities in building will be as per list enclosed herewith
10. The Possession will be handed over only on payment of entire agreed consideration alongwith other charges towards development, electricity, water, etc. and on issuance of Occupancy Certificate and/or on or before \_\_\_\_\_
11. Allottees/Purchasers will not claim possession of the allotted premises unit/flat till the full & final payment alongwith other charges as per demand made to Promoters/Builders/Developers.
12. If any dispute arises, then the same shall be Subject to Jurisdiction Court at Dist. Raigad, Maharashtra and the appellate court to the same.

At Thane, on this \_\_\_\_\_ day \_\_\_\_\_ 2017

Yours faithfully

**M/S. Abhinandan Enterprise [Partnership Firm]**

**through its authorised Partner**

**SHRI. \_\_\_\_\_**

I/We read the term & condition and Confirm the Allotment of aforesaid Flat

**MR/MRS. \_\_\_\_\_**

**MR/MRS. \_\_\_\_\_**

(Purchasers)

**W-I-T-N-E-S-S-E-S:**

1)\_\_\_\_\_

2)\_\_\_\_\_

*PAYMENT SCHEDULE OF FLAT*

Sr. No.	Particulars of work	%
1)	As Earnest Money at the time of booking	10%
2)	After exectuion & registration of Agreement for Sale	20%
3)	On Completion of Plinth & Foundation work	15%
4)	On Completion of Second Slab	8%
5)	On Completion of Fifth Slab	8%
6)	On Completion of Eighth Slab	9%
7)	On Completion of Walls, Internal Plaster, Flooring Doors & Windows	5%
8)	On Completion of Sanitary Fittings, Stairase, Lift Walls, Lobbies upto the Floor level	5%
9)	On Completion of External Plumbing & External Plaster, Elevation, Terrace, with Water Proofing	5%
10)	On Completion of Lifts, Water Pumps, Electric Fittings, electro, mechanical & enviornment requirements, entrance lobby/s, plinth protection, paving or areas appertain & all other requirements	10%
11)	On Possessionupon receipt of Occupancy Certificate	5%
	<b>Total</b>	<b>100%</b>