

ALLOTMENT LETTER

Date:

To

1.
2.
3.
(Allottee/s)
.....
.....
.....

Dear Sirs / Madam,

1. We are pleased to allot you a residential apartment being BHK flat bearing No..... (the “**said apartment**”) admeasuring approximately sq. ft. of carpet area, on Floor of the building to be known as **Gomes Apartment** (the “**new building**”), which is being constructed on demolition of old buildings known as 'Gomes Apartment' and 'Dwij Smruti', on the land bearing CTS No.95, 95/1 to 95/8 of Village Valnai, Taluka Borivali, District Mumbai Suburban, situate at St. Domnic Colony, Road No.2, Orlem, Malad (West), Mumbai 400 064 and admeasuring 1188.20 sq. meters (the “**said land**”) at and for the consideration of Rs...../- (Rupees Only), agreed to be paid by you to us.
2. Further you are also allotted the right to park car/s at mechanical stack parking in stilt / open area bearing No..... (the “**said car park**”) for additional sum of Rs...../- (Rupees Only) payable by you to us.
3. Further you are also allotted open pocket terrace admeasuring sq. ft. i.e. sq. meters adjacent to the said apartment for your exclusive use (hereinafter referred to as the “**said pocket terrace**”) for the consideration of Rs...../- (Rupees Only).
4. Thus the aggregate price for the said apartment, said pocket terrace and the said car park is Rs...../- (Rupees Only).
5. Good quality of amenities, fixtures & fittings will be provided in the said apartment and in the new building.
6. Municipal Corporation has approved the building plans and issued IOD bearing No.CHE/WSII/0871/P/N/337(NEW) dated 11.08.2016 and also issued CC No. CHE/WSII/0871/P/N/337(NEW) dated 21.03.2017 initially up to top of the stilt, which will be extended from time to time.
7. Plan of the said Apartment and building plans of the new building, as proposed to be amended, according to which, the said Apartment and the new building may be constructed, are also disclosed to you.
8. In addition to the aforesaid sale consideration, you shall further pay following amounts as may be intimated by us towards other charges and deposits:

- i. Rs..... being the amount to be paid to the existing Society namely, Gomes Apartment CHS Ltd. for Allottee/s to become at par member/s with existing members of the said Society.
 - ii. Rs..... for share money, application entrance fee of the Society.
 - iii. Rs..... for proportionate share of taxes and other charges / levies in respect of the new building and the said land.
 - iv. Rs..... towards provisional monthly contribution towards outgoings of the new building and the said land.
 - v. Rs..... for charges towards Water, Electric, and other utility and services connection charges (share in deposit/s for water, electricity and other utility service connections to be paid separately on actuals) &
 - vi. Rs..... for deposits of electrical receiving and Sub Station, if any, provided in the Layout
 - vii. Rs..... towards legal charges of agreement for sale proposed to be signed between you and us;
 - viii. Rs..... towards share in betterment charges and/or development charges paid / payable up to date
 - ix. Rs..... as interest free security deposit towards property taxes and provisional maintenance charges of the said Apartment for approximately twelve months. It is clarified that though you shall pay the above security deposit amount, you shall continue to pay the monthly maintenance charges and shall not adjust the said security deposit amount against the payment of the same.
9. Within fifteen days from our intimating you that the Occupation Certificate or Completion Certificate is received and the said apartment is ready, you shall take possession of the said apartment by executing necessary indemnities, undertakings and such other documentation as required by us. Even if you fail to take possession within such 15 days of intimation, you shall be liable to pay taxes, maintenance charges and all other outgoings attributable to the said Apartment from the date of intimation.
10. GST and or any other tax as may be applicable in respect of sale of the said apartment to you shall be contributed, reimbursed and or paid by you immediately on demand.
11. You have agreed to make payment in accordance with following schedule of Payment.
- i. A sum of Rs...../- (Rupees Only) is paid by you to us upon signing of this Allotment Letter.
 - ii. A sum of Rs...../- (Rupees Only) to be paid by you to us against the execution of the Agreement for Sale;
 - iii. A further sum of Rs...../- (Rupees Only) to be paid by you to us on completion of construction of the Plinth of the new Building;
 - iv. A further sum of Rs...../- (Rupees Only) to be paid by you to us on completion of construction of the slab of the new Building;

- v. A further sum of Rs...../- (Rupees Only) to be paid by you to us on completion of construction of the slab of the new Building;
 - vi. A further sum of Rs...../- (Rupees Only) to be paid by you to us on completion of construction of the slab of the new Building;
 - vii. A further sum of Rs...../- (Rupees Only) to be paid by you to us on completion of construction of the walls, internal plaster, floorings, doors and windows of the said Apartment;
 - viii. A further sum of Rs...../- (Rupees Only) to be paid by you to us on completion of the sanitary fittings, staircases, lobbies up to the floor level of the said Apartment;
 - ix. A further sum of Rs...../- (Rupees Only) to be paid by you to us on completion of the external plumbing and external plaster, elevation, terraces with water proofing of the new Building;
 - x. A further sum of Rs...../- (Rupees Only) to be paid by you to us on completion of the lift/s, water pumps, electrical fittings, paving of areas appertain in relation to the new Building; and
 - xi. The balance consideration of Rs...../- (Rupees Only) against and at the time of our offering to hand over possession of the said apartment to you on or after receipt of Occupancy Certificate or Completion Certificate.
12. Payment of above installments from time to time within seven days of its written demand shall be essence of the contract and upon default occurring in such payment, allotment may be cancelled at our option with fifteen days prior notice in writing. Without prejudice to the above in the event of default / delay in payment we shall be entitled to interest on such delayed payment at such rate as may be prescribed in the Rules and Regulations made under Real Estate (Regulation and Development) Act, 2016 which at present is 10% p.a.
13. It may be noted that upon termination / cancellation of the allotment of the said apartment, we will be entitled to retain following amount out of the deposits/consideration paid by you to us.
- a. A minimum of 20% of the total consideration value as cancellation charges; and
 - b. The amount of loss incurred/suffered including brokerage on the re-sale of the said apartment to the new purchaser.
- The balance if any due shall be refunded to you only after a new purchaser has been identified for the said apartment. However, any profits arising from the sale of the said apartment to the new purchaser shall be to our credit.
14. This allotment letter is issued on an understanding and assurance given by you to us that within 10 days from today, you will enter into and execute with us our standard Ownership Agreement for Sale of flats/apartments, etc. under the provisions of Real Estate (Regulation and Development) Act, 2016 and any and all terms and conditions therein shall be binding on you.

15. You shall pay stamp duty and registration fees payable on ownership flat sale Agreement that will be executed under provisions of RERA.

Kindly confirm,

Yours truly,
For M/s. Metro Associates

I/We Confirm

Partner

Allottee/s

RECEIPT

Acknowledged to have received from the Allottee/s above-named a sum of Rs...../- (Rupees Only) by cheques dated, bearing Nos..... and for Rs...../- and Rs...../- respectively, drawn on, branch and payable in favour of "M/s. Metro Associates", the Developer above-named, being the deposit on allotment of the above referred apartment and car park, if any to the Allottee/s.

Mumbai, dated this day of, 2017

For M/s. Metro Associates

Partner