

# GFT REALTORS LLP

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## ANNEXURE '1'

### MODEL FORM OF ALLOTMENT LETTER

No.

Date:

To,

Mr./Mrs./Ms. \_\_\_\_\_

R/O \_\_\_\_\_

(Address)

Telephone/Mobile No.

Pan Card No.

Aadhar Card No.

Email ID:

**Sub:** Your request for Allotment of Flat in the Project known as **AAKASA SHIVAJI PARK** having MahaRERA Registration No. \_\_\_\_\_.

Sir/Madam,

1. **Allotment of the said Unit:**

This has reference to your request referred to at the above subject. In that regard, we have the pleasure to inform that you have been allotted a \_\_\_\_\_ BHK Flat bearing No. \_\_\_\_\_ admeasuring RERA Carpet area \_\_\_\_\_ sq. mtrs equivalent to \_\_\_\_\_ sq.ft on \_\_\_\_\_ floor in the building \_\_\_\_\_ in the Project having MahaRERA Registration No. \_\_\_\_\_ hereinafter referred to as "**said Unit**", being developed on lands bearing Plot No. 36 of Town Planning Scheme No. II, Mahim Division, at Lt. Dilip Gupte Marg, Mahim Mumbai - 400 016 in the Registration Sub-District and District of Mumbai City admeasuring 557.7 sq.mtrs. or thereabouts for a total Consideration of Rs.

\_\_\_\_\_ (Rupees \_\_\_\_\_ Only) exclusive of GST, stamp duty and registration charges.

**2. Allotment of Garage/Covered Parking Space(s):**

Further we have pleasure to inform you that you have been allotted along with the said Unit, Car Parking Facility bearing Slot No(s) \_\_\_\_\_ at the \_\_\_\_\_ level of the Building bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breath x \_\_\_\_\_ ft. vertical clearance on the terms and conditions as shall be enumerated in the Agreement for Sale to be entered into between ourselves and yourselves.

**3. Receipt of part consideration:**

We confirm to have received from you an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ 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 payment received by me/us have been deposited in RERA Designated Collection Bank Account No. \_\_\_\_\_, \_\_\_\_\_ 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. \_\_\_\_\_ & \_\_\_\_\_ 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, we confirm to have received from you an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being \_\_\_\_\_ % of the total consideration value of the said Units as booking amount/advance payment on \_\_\_\_\_

through \_\_\_\_\_ (Mode of Payment). The balance \_\_\_\_\_ % of the booking amount/ advance payment shall be paid by you in the following manner.

- a) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on or before \_\_\_\_\_.
- b) Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on or before \_\_\_\_\_.
- c) Rs. \_\_\_\_\_ (Rupees in words \_\_\_\_\_ only) on or before \_\_\_\_\_.
- d) Rs. \_\_\_\_\_ (Rupees in words \_\_\_\_\_ only) on or before \_\_\_\_\_.

*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 shall be taken by us as against you.
- C. The above payment received by me/us have been deposited in RERA Designated Collection Bank Account No. \_\_\_\_\_, \_\_\_\_\_ 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. \_\_\_\_\_ & \_\_\_\_\_ respectively.

#### 4. **Disclosure of information:**

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/> OR  
<https://maharera.maharashtra.gov.in/>

5. **Encumbrances:**

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

6. **Further payments:**

Further payments towards the consideration of the said Unit as well as of the Garage(s)/Covered Car Parking Space(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 / stated 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 Spaces(s) shall be handed over to you on or before \_\_\_\_\_, subject to the payment of the consideration amount of the said Unit as well as of the Garage(s) /Covered Car Parking Space(s) in the manner and at the times as well as per the terms and conditions as more specifically enumerated /stated 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 Lending 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 <sup>1</sup>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 be 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.

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.

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<sup>1</sup>The amount deducted shall not exceed the amount as mentioned in the Table above. It is however agreed that the amount to be refunded shall be subject to deduction of taxes including GST, interest payable on delayed payment if any, stamp duty, registration charges, brokerage, administrative charges etc. as may be applicable.

10. **Other payments:**

You shall make the payment of GST, stamp duty and registration 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. **In the event of cancellation of booking as set out in Clause 9 hereinabove, you shall be entitled to obtain refund of such amount paid towards GST and/or other taxes from the concerned authorities, and we shall, so far as reasonably feasible, and without exposing ourself to any cost or liability, make available to you any document, record or writing, required for the purpose.**

**You shall also be liable to pay escalation / increase in the Price of flat, if such escalation / increase is on account of any charges payable to Government or any competent authority and/or any other increase in charges, which may be levied or imposed by Government or any competent authority from time to time.**

11. **Proforma 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 (fifteen) days which if not completed, 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 above, all 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 of 2 months from the date of issuance of this letter or within such period as may be communicated to you, we shall be entitled to serve upon you a notice calling upon you to execute the Agreement for Sale and appear for registration of the same within 15 (fifteen) days, which if not complied, we shall be entitled to cancel this Allotment Letter and further 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.
- iv. The Agreement for Sale to be executed between ourselves and yourselves with respect to sale of the said Unit shall be treated as principal instrument as contemplated under Section 4 of the Maharashtra Stamp Act, 1958 and this Allotment Letter and all consequential writings/documents that may be executed (and registered, if

required) between ourselves and yourselves in respect of the transaction recorded herein (except the Agreement for Sale) and/or in the implementation of the provisions of the agreement for sale, shall be considered to be the ancillary/other instruments contemplated by the aforesaid Section 4 of the Maharashtra Stamp Act, 1958.

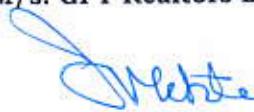
13. **Validity of Allotment Letter:**

This Allotment Letter shall not be construed to limit your rights and interest. Upon execution and registration of the Agreement for Sale between ourselves and yourselves, the cancellation of allotment of the said Unit thereafter, shall be covered by the terms and conditions of the said registered document.

14. **Headings:**

Headings are inserted for convenience only and shall not affect the construction of the various Clauses of this Allotment Letter.

for M/s. GFT Realtors LLP



Authorized Signatory



Date: \_\_\_\_\_

Place: \_\_\_\_\_

Email: \_\_\_\_\_

**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 .....

(Allottee/s)

Date .....

Place.....

Annexure - A

Sr No.	Stages	Date of Completion
1.	Excavation	
2.	Basements (if any)	
3.	Podiums (if any)	
4.	Plinth	
5.	Stilt (if any)	
6.	Slabs of super structure	
7.	Internal walls, internal plaster, completion of floorings, doors and windows	
8	Sanitary, lifts wells and lobbies at each floor level overhead and underground water tanks	
9.	External	
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 tanks, STP)	
15.	Storm water drains	
16.	Treatment and disposal of sewage and sullage water	
17.	Solid waste management & disposal	

18.	Water conversation /rain water harvesting	
19.	Electrical meter room, sub-station, receiving station.	
20.	Others	

\* Above timelines are estimated and tentative, which may change due to approvals/permission as may be received and/or others factors from time to time. However, the Promoter will be endeavor to achieve and complete the construction of the Project as per timelines given on RERA website.

for M/s. GFT Realtors LLP

  
S. Mehta  
Authorized Signatory

