

ALLOTMENTLETTER

Date: \_\_\_\_/\_\_\_\_/20\_\_\_\_

To,

Mr./Mrs/Ms./M/s

Address.:

Telephone/MobileNumber:

Pan Card No.:

Aadhar Card No.:

Email ID:

Sub: Your request for allotment of Commercial/Residential Premises, being Office/Shop/ Flat No. \_\_\_\_ on \_\_\_\_ Floor in building known as “\_\_\_\_\_” situate at Shakti Nagar, Adarsh Dugdhalaya, Marve Road, Malad (West), Mumbai – 400064, having Maha RERA Registration No. \_\_\_\_\_.

Sir/Madam,

1. Allotment of the said Office/ Shop/ Flat:

This is in reference to your request referred to on the above subject. In that regard, we have the pleasure to inform you that you have been allotted an Office/ Shop/ Flat bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet RERA Carpet area (“said premises”) on floor in building known as \_\_\_\_\_ having Maha RERA Registration No. \_\_\_\_\_, being constructed on the property, bearing CTS No. 69/B/7 admeasuring about 555.70 sq.mtrs. along with structures standing thereon known as "Aditya Goraswadi" of Village Valnai, Taluka: Borivali, Mumbai Suburban District within Registration District and Sub-District of Mumbai City and Mumbai Suburban being situated at

Shakti Nagar, Adarsh Dugdhalaya, Marve Road, Malad (West), Mumbai - 400064, for a total consideration of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) (exclusive of GST, stamp duty, registration charges and other Miscellaneous charges (Including TDS).

2. Allotment of Parking:

Further, we have the pleasure to inform you that you have been allotted \_\_\_\_\_ mechanical car parking space(s) in Tower parking admeasuring \_\_\_\_\_ sq.ft., having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breadth x \_\_\_\_\_ ft. vertical clearance ("parking space") along with the said premises along with the said premises on the terms and conditions as shall be enumerated in the Agreement for Sale to be entered into between ourselves and yourselves.

3. Total Consideration

The total aggregate consideration amount for the said premises including \_\_\_\_\_ parking space only is thus Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ Only) as per the payment schedule duly marked and annexed as "Annexure 1".

4. Receipt of part consideration:

I/we confirm to have received from you an amount of Rs. \_\_\_\_\_ in figures \_\_\_\_\_ (Rupees \_\_\_\_\_ in words \_\_\_\_\_ 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, \_\_\_\_\_ 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 \_\_\_\_\_ and \_\_\_\_\_ respectively.

Sr. No.	Date	Chq. / NEFT / IMPS/RTGS	Bank & Branch	Amount (Rs.)	Receipt No.
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		No.			
1.					
2.					
3.					
4.					
5.					
			Total....	/-	

5. **Disclosures 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 have also been uploaded on Maha RERA 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 “2” attached herewith and
- iii) The website address of Maha RERA is [maharera.mahaonline.gov.in](http://maharera.mahaonline.gov.in)

6. **Encumbrances:**

We hereby confirm that the said premises and parking space are free from all encumbrances, and we hereby further confirm that no encumbrances shall be created on the said premises and parking space.

7. **Further payments:**

Further payments towards the consideration of the said premises as well as of the parking space shall be made by you, in the manner and at the time as and when demanded by us as per the payment schedule annexed herewith and the terms and conditions as more specifically enumerated / stated in the

Agreement for Sale to be entered into between ourselves and yourselves.

8. Possession:

The said premises along with the parking space, if any, shall be handed over to you on or before \_\_\_\_\_ subject to the payment of the consideration amount of the said premises as well as the parking space, if any, 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.

9. InterestPayment:

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.

10. CancellationofAllotment:

i) In case you desire to cancel the booking an amount mentioned in the Table hereunder written would be deducted and the balance amount due and payable shall be refunded to you without interest within 90 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 Premises;

3.	Within 31 to 60 days from issuance of the Allotment Letter;	1.5 % of the cost of the Said Premises;
4.	After 61 days from issuance of the Allotment Letter;	2.0% of the cost of the said Premises;

ii) In the event the amount due and payable referred in Clause 9(i) above is not refunded within 90 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.

**11. Other Payment:**

i) You shall make the payment of GST, Stamp Duty and Registration Charges, as applicable and such other payments as more specifically mentioned in the Cost Sheet / Agreement for Sale, the proforma whereof is enclosed herewith in terms of Clause 12 hereunder written.

ii) You hereby agree and confirm that the applicable rate of GST for the said Residential Premises is 5% and the said Commercial Premises 12% which shall be born and payable by you to us and accordingly GST amount shall be deposited/ credited with the Competent Authority by us.

**12. Proforma of the Agreement for Sale and binding effect:**

The proforma of the Agreement for Sale to be entered into between us and yourselves is uploaded on Maha RERA for your ready reference. Forwarding the proforma of the Agreement for Sale does not create a binding obligation on the part of us and you until compliance by yourselves of the mandate as stated

in Clause 13.

13. Execution and registration of the Agreement for Sale:

- i) Firstly, you shall sign and deliver Agreement for Sale with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by you and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by us.
- ii) If you fails to execute and deliver to us Agreement for Sale within 30 (thirty) days from the date of its receipt by you and/or appear before the Sub-Registrar for its registration as and when intimated by us, then we shall serve a notice to you for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by you, your application shall be treated as cancelled and all sums deposited by you in connection therewith including the booking amount shall stand forfeited.

14. 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. Cancellation of Allotment of the said Premises thereafter, shall be covered by the terms and conditions of the said registered document.

15. You have agreed and confirmed that you shall not create any third party right on the said premises or parking spaces nor shall you be entitled to sell the said premises without our prior written permission.
16. You have inspected the approved plans and the title documents of the property,

however, we are entitled to modify the plans as required by MCGM in compliance with the provision of RERA.

17. You here by give your no objection, to seek extensions or obtain new certificate for completion of the said project from i.e. Maharashtra Real Estate Regulatory Authority and also for amendment of existing I.O.D., C.C.

18. Headings:

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

For M/S. K. TALSANIA CONSTRUCTIONS,

Partner/ Authorized Signatory

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

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

Place: Mumbai

**CONFIRMATION & ACKNOWLEDGEMENT**

I/We have read and understood the contents of this Allotment Letter. I /We hereby agree and accept the terms and conditions as stipulated in this Allotment Letter.

Allottee: (including Joint Buyers)

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

Please affix photograph

PAN: \_\_\_\_\_

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

Please affix photograph

PAN: \_\_\_\_\_

(3) \_\_\_\_\_

PAN: \_\_\_\_\_

Please affix photograph

Place: Mumbai

Annexure-“2”

Stage wise time schedule of completion of the Project

Sr. No.	Stages	Date of Completion
1.	Excavation	
2.	Plinth	
3.	Slabs of super structure	
5.	Sanitary electrical and water supply fittings within the said units	
6.	Staircase, lifts wells and lobbies at each floor level Overhead and underground water tanks	
7.	External plumbing and external plaster, elevation, completion of terraces with water proofing	
8.	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 an Agreement of sale, another	
9.	Water supply	
10	Sewerage (chamber, lines, septic tank, STP)	
11	Storm water drains	
12	Treatment and disposal of sewage and sullage water	
13	Solid waste management & disposal	
14	Rainwater harvesting	

15	Electrical meter room	
16	Others	

For M/S. K. TALSANIA CONSTRUCTIONS,

Partner/Authorized Signatory