

LETTER OF ALLOTMENT

Date: _____

To,

Telephone/Mobile number.....

Pan Card No: _____

Aadhar Card No: _____

Email id: _____

Ref: Allotment of Flat No. “_____” on the “_____” Floor in “_____” Wing in our proposed building named as “_____” having MahaRERA Registration No. _____, to be constructed on all that piece or parcel of land admeasuring 2157.51 sq. mtrs. bearing C.T.S. No.1054/B of Village Dahisar, Taluka Borivali, Mumbai Suburban District situate at Plot B, S.V.Road, Dahisar East, Mumbai Suburban District, along with the car parking spaces number _____ at _____ of the building (hereinafter referred to as the ‘**said Premises/Apartment**’).

Dear Sir/Madam,

1. Allotment of the said unit:

The Promoters are developing residential Project named “_____” situated at all that piece or parcel of land admeasuring 2157.51 sq. mtrs. bearing C.T.S. No.1054/B of Village Dahisar, Taluka Borivali, Mumbai Suburban District situate at Plot B, S.V.Road, Dahisar East, Mumbai Suburban District (“**the said Property**”). The Developers are constructing said Property consisting of _____ plus _____ or more (Hereinafter referred to as the ‘**said Project**’).

On the Allottee/s agreeing to the terms by endorsing/affirming his/her/their consent/signature on the foot of this writing, the Promoters will be pleased to allot to the Allottee/s at their request, subject to what is stated herein, a _____ BHK Apartment, tentatively bearing No. _____ on _____ Floor in Wing _____ of the said building known as _____ as per the plans shown to you, approximately _____ sq.ft. equivalent carpet area [equivalent to _____ sq.ft. RERA carpet area] for a lump sum consideration of Rs. _____/- (Rupees _____ Only) [which is inclusive of proportionate charges of Rs. _____/- for common area].

2. Allotment of Garage/ Covered Parking Space:

Further I/we have the pleasure to inform you that you have been allotted along with the said unit, garage/covered car parking space at _____ level basement/podium/stilt, mechanical car parking unit bearing No. _____ admeasuring _____ sq.ft having _____ ft. length x _____ ft. Breath x _____ ft. vertical clearance on the terms and condition as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves

OR

Allotment of open car parking:

Further I/ we have the pleasure to inform you that you have been allotted an open car parking bearing No _____ without consideration.

3. Receipt of part consideration:

A. The Allottee/s has/have paid a sum 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 _____, through _____ mode of payment _____ by way of earnest Money and the above payment is received by us have been deposited in RERA designated Collection Bank Account, _____ Bank, _____ branch having IFS code _____ situate at _____, and the payment of the balance consideration amount and such other charges as mentioned herein including Promoters deems fit and proper within the prescribed time, time for payment of further consideration amount and such other charges shall be the essence of the Allotment herein. In addition to the above mentioned Bank Account, we have opened in the same Bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having account no. _____ and _____ respectively. Further all payments including consideration amount shall be paid by the Cheque/Pay Order/Demand Draft, in the favour of “_____”, as per the Payment Schedule/Installment Pattern mentioned below and subject to other clause of this allotment.

B. Payment Schedule-

(i) Rs. _____/-
(Rupees _____)

- _____Only) on or
before the issuance of this Allotment Letter);
- (ii) Rs. _____/-
(Rupees _____
- _____Only) or
before 90 days from date of booking / issuance of Allotment letter
- (iii) Rs. _____/-
(Rupees _____
- _____Only) on
Casting of 4th Slab;
- (iv) Rs. _____/-
(Rupees _____
- _____Only) on
Casting of 10th Slab;
- (v) Rs. _____/-
(Rupees _____
- _____Only) on
Casting of 16th Slab;
- (vi) Rs. _____/-
(Rupees _____
- _____Only) on
Casting of top Slab;
- (vii) Rs. _____/-
(Rupees _____
- _____Only) on
Commencement of OH Tank;
- (viii) Rs. _____/-
(Rupees _____
- _____Only) On
completion of Lift installation ;
- (ix) Rs. _____/-
(Rupees _____

- _____Only) on intimation by the Promoters to the Allottee/s that the said Apartment is ready for Possession, which is/shall be payable by the Allottee/s to the Promoters by way of Pay Order / Demand Draft Only to be made in the name of _____.
- (x) The agreed consideration is exclusive of all Taxes, levies, charges, stamp duty, registration and expenses incidental thereto and same shall be payable along with or without consideration by the Purchaser/s as and when demanded within such prescribed time.

C. **Further payments:**

- (1) The aforesaid consideration is exclusive of all types of Deposits, Property Taxes, Maintenance Charges, Miscellaneous Cost, Society Charges, Electric Meter Charges, Stamp Duty, Registration Charges, Legal Charges, cost of formation of Co-operative Society etc. In addition to above-mentioned consideration and such other charges as deem fit and proper to the Promoters, Allottee shall, as per the rules and regulations, pay charges towards GST and other statutory payments/ charges as may be required as per the prevailing laws from time to time and as may be applicable.
- (2) The Allottee shall be bound and liable to pay as & when demanded within prescribed time all charges & payments that are required to be made to any government authorities or local bodies viz. GST or any other statutory charges are in force today or as may be applicable from time to time.
- (3) The Allottee shall on or before delivery of possession of the said Apartment pay to the Promoters, the sum of monies as may be specified for (i) share money, application entrance fee of the Society or Limited Company/Federation/ Apex body; (ii) proportionate share of taxes and other charges/levies in respect of the Society or Limited Company/Federation/ Apex body, if applicable; and (iii) Deposit towards Water, Electric, and other utility and services connection charges & deposits of electrical receiving

and Sub Station provided in Layout or any other ancillary charges as applicable.

D. Interest Payment:

Incase the Allottee/s fail or make a delay in any of the payments then the Allottee shall be liable to pay to the Promoters, an interest as specified in the Rules and Regulations under Real Estate (Regulation and Development) Act, 2016 on all the delayed payment which become due and payable by the Allottee to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter. Without prejudice to the right of promoter to charge interest in terms of this allotments Letter, on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Allotment Letter and on the Allottee committing three defaults of payment of instalments, the Promoters shall at his own option, may terminate this Allotment Letter ipso facto.

G. However upon termination of this Allotment as aforesaid, the Promoter shall refund to the Allottee within a period of 45 days of the termination, the installments of sale consideration of the Apartment which may till then have been paid by the Allottee to the Promoter subject to adjustment and recovery of liquidated damages (calculated at 10% of the total consideration agreed or the aggregate sum of monies received till date, which-ever is lower), excluding the statutory charges, if any paid by the Allottee, which may be refunded on the same being received by the promoter from the authority.

H. Cancellation of Allotment:

- (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 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.

*The amount deducted shall not exceed the amount as mentioned in the table above.

- (ii) In the event the amount due and payable referred in Clause 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.

4. The Allottees further confirm that the Allottees are aware that this letter is "Letter Allotment" is provisional in nature (as per the approvals as on the date), issued on an understanding and assurance given by the Allottee/s or their nominees to the Promoter that the Allottee/s or their nominees, have prior to the issuance of this allotment letter satisfied themselves, regarding the title of the Promoter said project in all manners and have been shown the approved Promoter, and the Allottees have confirmed to the Promoters that the same is acceptable to the Allottee/s.

5.(1) The Agreement for Sale for the said Premises/Apartment shall be executed as per the final approved plans setting out the detailed terms and final sale plan. This Allotment letter shall not be otherwise treated or produced in any other way apart for the purpose mentioned herein.

5(2) 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 under this allotment.

6.(1) The Allottee/s hereby agree and are totally clear about the fact that the said has been allotted to them on the basis of the Plans approved and sanctioned from the MCGM or the competent authority the Promoters for the development of the said property may require to alter, amend, modify and/or change the plans and specifications, provided that the Promoters shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law, as may be required under prevailing laws.

6(2) Disclosures of information:

I/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/#>**

7. Possession:

7(1) 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 times as well as per the terms and conditions as more specifically enumerated/ stated in the agreement for sale to be entered between ourselves and yourselves.

7(2) The possession of the Apartment shall only be handed over to the Allottee after the full payment of agreed consideration recorded hereunder and all other sums as may be recorded hereunder and under the terms of the Agreement that may be executed subsequently between the parties. The Allottee hereby agree and undertake that incase the Allottee/s desire to sell off/transfer the said Apartment to any third party after the Letter of Allotment is issued, the Proposed prospective purchaser and the Allottee herein, shall not be permitted to transfer the said Apartment without the written consent of the Promoters.

8. (1) The Allottee/s hereby undertake to execute the Agreement for Sale within two months from the intimation by the Promoters, and the Allottee/s shall pay the necessary GST, Stamp duty, Registration charges, legal charges and any other taxes / levis, charges which may be applicable by Government, Semi Government or any other authority/ies from time to time shall be paid by the Allottee over and above the agreed consideration. In-case the Allottees do not come forward and execute the Agreement for Sale as per the intimation of the Promoters, on happening of such an event, this Letter Of Allotment for the said Premises/Apartment shall stand cancelled without any recourse to the Allottee, and the Promoters shall be at a liberty to deal with the said Premises/Apartment in any manner they deem fit and proper.

10. **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.
- 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 2 months from the date of issuance of this letter or within such period as may be communicated to you, I/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, I/we shall be entitled to cancel this allotment letter and further I/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 9 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.

10. **Encumbrances:**

I/ we hereby confirm that the said unit is free from all encumbrances and I/ we hereby further confirm that no encumbrances shall be created on the said unit.

OR

I/we have created the following encumbrance(s)/ encumbrance(s) attached with caveats as enumerated hereunder on the said unit.

- a)
- b)
- c)

11. **Validity of allotment letter:**

The Allottees hereby confirm that they have fully read and understood the foregoing paragraphs and have agreed and accepted the same. Allottee(s) agree and confirm to all the terms and conditions of this letter of intended provisional allotment. This Allotment Letter is subject to the Provisions Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations framed by the State of Maharashtra there-under. 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 unit thereafter, shall be covered by the terms and conditions of the said registered document.

12. The Allottee has accepted and confirmed this allotment, which is provisional in nature, by signing at the foot of this letter.

Yours truly,

For, _____.

I/We confirm and accept the aforesaid terms and conditions for the allotment of the said Premises/Apartment.

RECEIPT

RECEIVED with thanks from _____ a sum of
Rs. _____/- (Rupees _____
Only) Booking Amount against the Booking/Allotment of Apartment No.

“_____” of the building namely “_____” on the “_____”
Floor in Wing “_____” In the following manner:

Cheque Date	Cheque No.	Drawn on	Amount
-------------	------------	----------	--------

I/We Say Received

Annexure –A

Stage wise time schedule completion of the project

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, door and windows	
8	Sanitary electrical and water supply fittings within the said units	
9	Staircase, lift wells and lobbies at each floor level overhead and underground water tanks	
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 for sale, any other activities.	
12	Internal roads & footpaths, lighting	
13	Water supply	
14	Sewerage (chamber, lines, septic tank, STP)	
15	Storm water Drains	

	1	Treatment and disposal of sewage and sullage water	
	1	Solid waste management & disposal	
	1	Water conservation/ rain water harvesting	
	1	Electrical meter room, sub-station, receiving station.	
	2	Others	