

ALLOTMENT LETTER

To,
Mr/Mrs./Ms.
R/O
(Address)
Telephone/Mobile number
Pan Card No
Aadhar Card No.
Email ID:

Sub: Your request for allotment of flat / commercial /shops/offices premises/plot in the project known as NIRVANA GARDENS having Maha RERA registration No _____, hereinafter referred to as “the said unit” being developed on land bearing S. No. Nos. 33/1/A, 33/1/B, 33/1/C/1, 33/1/C/2, 33/1/C/3, 33/1/D, 33/1/F, 33/1/H, 33/1/E, 33/1/L, 33/1/M, 33/1/N, 34/6 & As per TILR Survey No. 33 Hissa No. 1/1, 1/2, 1/3, 1/4, 1/8, 1/9, 1/11, 1/12, 1/13 Village Kolivali admeasuring 10820 sq. mtrs, lying at village_kolivali Taluka Kalyan, having Maha RERA Registration No _____

Sir/Madam,

1. Allotment of the said unit :

This has reference to your request reference referred to at the above subject. In that regards, I/ we have the pleasure to inform that you have been allotted a _____ BHK Flat/ commercial/ shops/ office premises bearing No. _____ admeasuring _____ RERA Carpet area _____ sq.mtrs equivalent to _____sq.ft situated on _____ floor in Phase-I Wing B known as IRIS in the project known as NIRVANA GARDENS having Maha RERA registration No _____, hereinafter referred to as “the said unit” being developed on land bearing S. No. Nos . 33/1/A, 33/1/B, 33/1/C/1, 33/1/C/2, 33/1/C/3, 33/1/D, 33/1/F, 33/1/H, 33/1/E, 33/1/L, 33/1/M, 33/1/N, 34/6 & As per TILR Survey No. 33 Hissa No. 1/1, 1/2, 1/3, 1/4, 1/8, 1/9, 1/11, 1/12, 1/13 Village Kolivali admeasuring 10820 sq. mtrs, lying at village_kolivali Taluka Kalyan ,Dist. Thane, admeasuring _____sq.mtrs. For a total consideration of Rs. _____

(Rupees _____ only) the said consideration amount includes Legal expenses, society charges, Share money, entrance fees, electricity meter charges, substation expenses, water connection charges, development charges, deposits, transformer charges, grill charges, property tax and club house membership charges, and exclusive of GST, stamp duty and registration charges.

2. Allotment of garage/ covered parking space(s):

Further I/ we have the pleasure to inform you that you have been allotted along with the said unit, garage (s) bearing No(s) _____ admeasuring _____ sq.mtrs equivalent to _____ sq ft./covered car parking space (s) at _____ level basement / podium bearing No (s) _____ admeasuring _____ sq.mtrs equivalent to _____ sq.ft./ stilt parking bearing No (s) _____, admeasuring _____ sq.mtrs equivalent to _____ sq.ft / mechanical car parking unit bearing No (s) _____ameasuring _____ sq.mtrs. Equivalent to _____ sq.ft. On the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

OR

2. Allotment of open car parking :

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

The location and other details viz parking number shall be intimated at the time of handing over of possession of the said unit.

3. Receipt of part consideration :

I / we confirm to have received from you an amount of Rs. _____ in figure (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/yy, through mode of payment.

4. 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 provision for civil infrastructures like water, sanction and electricity is as stated in Annexure- A attached herewith and
- iii) The website address of MahaRERA is

<https://maharera.mahaonline.gov.in/>

5. 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.

6. Further payment :

Further payment 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 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 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 payment, you shall be liable to pay interest
at the rate which shall be the state Bank of Indian highest Marginal Cost of
Lending Rate plus two percent.

9. Cancellation of allotment :

1. In case you desire to cancel the booking an amount mentioned in the
Table hereunder written would be deduced and the balance amount due
and payable shall be refunded to you without interest with 45days 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	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 mentioned in the table above.

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.

10. Other payments:

You shall make the payment of GST, Stamp duty and registration charges, as applicable and such other payment as more specifically mentioned in the agreement for sale, the proforma whereof is enclosed herewith in terms of clause 11 hereunder written.

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 month from the date of issuance of the letter or within such period as may be communicated to you. The said period of 2 month 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 said unit and the balance amount if any due and payable shall be refunded without interest within 45 days from the date expiry of the notice period.

Provided upon cancellation of allotment, I/we (promoter) shall have all rights/power to allot and sale flats/ unit to third party.

- 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 state bank of India highest Marginal Cost of Lending Rate Plus two percent.

The Allottee shall on or before delivery of possession of the said pay to the promoter further total amount on following account:

1	Flat/commercial/shops/ office Cost	
---	---------------------------------------	--

2	<p>GST on</p> <p>Flat/commercial/shops/</p> <p>office Cost as applicable</p> <p>as on the date of each</p> <p>payment.</p>	
3	<p>Advance Flat</p> <p>Maintenance Charges</p> <p>for 36 months</p> <p>1BHK – Rs. _____/- per month</p> <p>2 BHK – Rs. _____/- per month</p> <p>3 BHK – Rs. _____/- per month</p> <p>4.BHK-Rs. _____/- per month</p> <p>Commercial/Shops/offices R-----</p> <p>/- per month</p>	
4	<p>GST on Maintenance</p> <p>(as applicable as on the</p> <p>date of the payment)</p>	
5	<p>Advance parking</p> <p>charges for</p> <p>maintenance for 36</p> <p>months Rs.750/- per</p> <p>month per vehicle.</p>	
6	<p>GST on Parking</p> <p>Charges for</p> <p>maintenance (as</p>	

	applicable as on the date of the payment)	
--	--	--

Note: Above mentioned charges are to be paid before taking possession of the Flat/shops/commercial.

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. Cancellation of allotment of the said unit thereafter, shall be covered by the terms and condition of the said registered document.

14. Heading :

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

Signature -----

Name _____

(Promoter(s)/ Authorized signatory)

(Email Id.)

Date _____

Place _____

CONFIRMATION & ACKNOWLEDMENT

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 stipulated in this allotment letter.

Signature _____

Name _____

(Allottee/s)

Date _____

Place _____

Annexure -A

Stage wise time schedule of completion of the project

Sr No	Stage	Date of completion
1.	Excavation	
2.	Basement (if any)	
3.	Podiums (if any)	
4.	Plinth	
5.	Stilt (if any)	
6.	Slabs of super structures	
7.	Internal walls, internal plaster, completion of floorings, doors and windows	
8.	Sanitary electrical and water supply fittings within the said units	
9.	Staircase, lifts 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 fitting and equipment, finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to building/wing, compound wall complete project as per specifications in agreement of sale, any other activities.	
12.	Internal roads & footpaths, lighting	
13.	Water supply	

14.	Sewage (chamber, lines, septic tank, STP)	
15.	Storm water drains	
16.	Treatment and disposal of sewage and sullage water	
17.	Solid waste management & disposal	
18.	Water conservation/ rain water harvesting	
19.	Electrical meter room, sub-station, receiving	
20.	Others	

Promoter(s)/Authorized
Signatory