

Note : It shall be mandatory to issue allotment letter in this format wherever a sum not more than 10% (ten percent) of the cost of the apartment, plot or building as the case maybe, is collected as deposit or advance.

ALLOTMENT LETTER

Date: _____, 2023

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 premises/plot/unit in the project known as _____, having Maha RERA Registration No. _____.

Dear Sir/Madam,

RE: Final Allotment of a Unit bearing No. _____ admeasuring _____sq. ft. RERA carpet area on the _____Floor(**“said Unit ”**) in the proposed Building known as “_____” (**“said Building”**) of _____(**“said Society”**) to be constructed on the said Properties viz; (i) All that piece and parcel of slum plot of land bearing Plot Nos. Cadastral Survey No. 108 (Part), 111 (Part), 112(Part), 255, 256 (Part), and 257 (Part) of Dadar Naigaon Division, G.D. Ambekar Marg, Mumbai 400014 admeasuring 4385.36 sq. mtrs (**“the Larger Land”**) under the provisions of Regulation 33(9) of the Development Control Regulations of Greater Mumbai, 1991 (**“DCR”**) and such other provisions of the DCR as applicable and/or such other incentive scheme as may be sanctioned under the provisions of the DCR from time to time (**“the said Scheme”**). (**“Said Properties”**).

- =====
1. This is with the reference to the Agreement for Sale dated _____, (“**said Agreement**”) executed between the Developer _____ (said Developer) and _____ (said Purchasers/ Allottees) and registered with the Office of the Sub Registrar of Assurances at _____ under Serial No. _____ for Purchase of Unit No. _____, admeasuring _____ sq. ft. carpet area on the _____ floor (“**said Unit**”) of the building known as “_____” (“**said Building**”), situate lying and being at _____, for the consideration and on the terms and conditions set-out therein.

2. Allotment of the said Unit:

This has reference to your request referred to at the above subject. In that regard, I/we have the pleasure to inform that you have been allotted a _____ Unit No. _____ bearing No. _____ admeasuring _____ sq. mtrs. equivalent to _____ sq. ft in the project known as _____, having Maha RERA Registration No. _____, hereinafter referred to as “the said Unit” carved out from the land bearing C. S. No (s) _____/CTS No(s) _____ Final Plot No(s)/Survey No(s) _____, Hissa No(s)/Gat No(s) _____/Khasra No(s) _____/Plot No(s) _____ lying and being at _____ Village Taluka _____, District _____ admeasuring _____ sq. mtrs. for a total consideration of Rs. _____ in figures _____ (Rupees _____ in words _____ only) exclusive of GST, Stamp Duty and Registration Charges.

3. Allotment of parking space(s):

Further, I/We have the pleasure to inform that you have been allotted along with the said Unit _____ car parking (s) at _____ level basement/podium bearing No. _____ admeasuring _____ sq. mtrs equivalent to _____/stilt parking bearing No. _____ admeasuring _____ sq. mtrs equivalent to _____ sq.ft/mechanical car parking on the terms and conditions as shall be enumerated in the Agreement for Sale to be entered into between ourselves and yourselves.

4. Receipt of part consideration:

I/we confirm to have received from you an amount of Rs. _____ in _____ (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.

5. 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 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-A” attached herewith the Letter.
- iii) The website address of Maha RERA is <https://maharera.mahaonline.gov.in/#>

6. 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.

7. Further payments:

Further payments towards consideration of the said Unit as well as of the covered car parking space(s) shall be made by you, in manner and at 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.

8. Possession:

The said Unit along with the 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 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.

9. 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.

10. Cancellation of Allotment:

- i. In case you desire to cancel the booking an amount mentioned in the table here underwritten* 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.

11. 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 12 hereunder written.

12. 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 13.

13. 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 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 of 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 _____ 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.

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 Unit thereafter, shall be covered by the terms and conditions of the said registered document.

15. Headings:

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

Signature _____

Name _____

(Promoter)

Date: _____

Place : _

CONFIRMATION AND ACKNOWLEDGEMENT

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

Signature _____

Name _____

(Allottee/s)

Date: _____

Place: _____

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 Superstructure	
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, fire fighting 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	
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 station.	
20.	Others	

Promoter (s) / Authorized Signatory