# ALLOTMENT LETTER

Date : xx /xx/xxxx

To,

Mr./Mrs. _____

R/O (Address) _____,

Mobile number _____,

Pan Card No.- _____.

Aadhar No.- _____.

Email ID.- _____.

***Sub: Allotment of Flat No. "_____" in the building christened as "Drishtant Co-op Housing Society" (Maha Rera certificate of Registration_____) being constructed on Plot No. 10 / 4, admeasuring an area of 771.47 sq. mtrs. lying being and situate at Sector – 15, Nerul (E), Navi Mumbai and delivery of duly executed Agreement for Sale for the payment of stamp duty and lodging of registration thereof.***

Sir/Madam,

1. **Allotment of the said unit**

With reference to above subject, we pleasure to inform that you have been allotted a _____ BHK flat/office premises bearing no. _____ admeasuring RERA carpet area _____sq. mtrs equivalent to _____ Sq.ft. situated on _____ floor in Building known as "___" OR "___", in the project known as "The Drishtant Co-op Housing Society",(Maha Rera Certificate of Registration No. _____) situated on Plot No. 10 / 4, admeasuring an area of 771.47 sq. mtrs. lying being and situate at Sector – 15, Nerul, Navi Mumbai (hereinafter called as 'the Project'). For a total consideration of Rs. _____/- (Rupees _____) exclusive of GST, stamp duty and registration charges.

2. **Allotment of garage/ covered parking space**

Further, we have the pleasure to inform you that you have been allotted along with the said unit, garage/car parking space at _____ level basement/podium/stilit/mechanical car parking unit 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.

OR

2. **Allotment of open car parking:**

Further 1/We have the pleasure to inform you that you have been allotted an open car parking bearing No._____ having _____ ft. length x _____ ft. breath without consideration.

The price of the Flat has been reckoned on the basis of the carpet area only which is _____ sq. mtrs. and usable enclose balcony which is _____ sq. mtrs & Lobby_____ sq. mtrs. The Schedule of the payment is set out in the Agreement For Sale adverted to in the succeeding para.

**3. Receipt of part consideration:**

I / we confirm to have received from you an amount of Rs._____ (Rupee_____only), (This amount shall not be more than 10% of the said unit) being ____% of the total consideration value of the said unit as booking amount /advance payment on _____, through

**OR**

**3. Receipt of part payment:**

A. You have requested us to consider payment of the booking amount / advance payment in stage which request has been accepted by us and accordingly and balance _____ % of the booking/ Advance payment shall be paid by you in the following manner –

| Sr. No. | Amount | Payable on or before |
|---|---|---|
| 1. | -----% of booking amount / advance payment | Received |
| 2. | -----% of booking amount / advance payment | |
| 3. | -----% of booking amount / advance payment | |
| Total | 10% of booking /Advance amount | |

The total advance booking amount is not more than 10% of the cost of 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 hereunder written shall be taken by us as against you.

**4. Disclosures of information**

1/ 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://maharerait.mahaonline.gov.in/

**5. Encumbrances:**

I/ We hereby confirm that the said unit is free from all encumbrances and 1/we hereby further confirm that no encumbrances shall be created on the said unit.

OR

**5. Encumbrances:**

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

a)

b)

c)

**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 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°Z of the cost of the said unit; |
| 3. | within 31 to 60 days from issuance of the allotment letter; | I .S 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 9 i) above is not refunded within 45 days irom 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 Payment**

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.

**11. Proforma of the agreement for sale and bindina 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 instalment, the promoter shall serve upon the allottee a notice calling upon the allottee to pay the subsequent stage instalment within fifteen (15) days which if not com plied, 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 Chit se 9 whichever is less. In no event the amount to be referee d table. Except for' the above Al the terms and condition as enumerated in this allotment letter shall be applicable even for cases the re 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 such - 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 n tice 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 entitle 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 twitty percent.

**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 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.

Signature _____

Name _____

(Promoter(s)/ Authorixed Signatory)

(Email ld.)
Date: _____
Place: _____

## 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 _____

(Allottees/s)

Date: _____

Place: _____

## Annexure – A

Stage wise time schedule of completion of the project

| Sr. No. | Stages | Date of Completion |
|---|---|---|
| 1. | Excavation | |
| 2. | Basements (if any) | |
| 3. | Podiums (if any) | |
| 4. | Plinth | |
| s. | Stilt (if any) | |
| 6. | Slabs of super structure | |
| 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 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, another activity. | |
| 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**