

ALLOTMENT LETTER

No. _____

Date: _____

To,

Mr/Mrs/Ms. _____

(Address)

Telephone/Mobile number _____

Pan Card No: _____

Aadhar Card No: _____

Email id:

Sub:- Your request for allotment of flat in the project known as Kamla Borivali Lucky situated on plot bearing C.T.S. No. 1509A of area admeasuring 2178.80 sq.mtr or thereabouts of village Eksar, Taluka Borivali at Dr.Kalpana Chawla Road, Near Shanti Ashram, Borivali (West), Mumbai - 400103, Mumbai Suburban District having MahaRERA Registration No _____..

Sir/Madam,

1. Allotment of the said unit:

This has reference to your request referred at the above subject. In that regard, we have the pleasure to inform that you have been allotted a ____ BHK Flat/unit premises bearing No _____ admeasuring RERA carpet area _____ sq.mtrs equivalent to ____ sq.ft. situated on ____ floor in Building known as Joy Apartment, having MahaRERA Registration No. _____, hereinafter referred to as "**the said Flat/Unit**", being developed on land bearing C.T.S. No. 1509A of area admeasuring 2178.80 sq.mtr or thereabouts of village Eksar, Taluka Borivali at Dr.Kalpana Chawla Road, Near Shanti Ashram, Borivali (West), Mumbai - 400103, Mumbai Suburban District for a total consideration of Rs _____ (Rupees

_____only) exclusive of GST, Stamp Duty and Registration Charges.

2. Allotment of parking space(s):

Further we have the pleasure to inform that you have been allotted along with the said Flat/unit, garage(s)/parking space 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) _____admeasuring _____sq.mtrs equivalent to _____sq.fton the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

3. Receipt of part consideration:

We confirm to have received from you an amount 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 NEFT/RTGS/Cheque bearing No._____ drawn on _____ Bank, _____ branch.

4. 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 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/#>
- iv) We shall be entitled to raise loan/finance by way of mortgage on the said Property/Development rights/Sale components of the project, from Banks and financial Institutions, NBFC, Company or any other Party and you hereby give your unconditional consent and no- objection for the same.

5. Encumbrances:

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

6. Further payments:

Further payments towards consideration of the said flat/unit as well as of the garage(s)/ 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.

7. Possession:

The said flat/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 entire 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.

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% 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 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, and other payments payable at the time of possession as applicable 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 preforma 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.
- 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 refereed 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 two 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)/ Authorized Signatory)

(Email id) : kamlagrouyp@yahoo.com

Date:

Place: Mumbai

CONFIRMATION AND 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.....

(Allottee/s)

Date:

Place: Mumbai

Encl : Annexure-A

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	
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	