ALLOTMENT LETTER

Date: _____

To,
1. MR/MS./ MRS. _____
(PAN: _____; AADHAR :_____)
Address:_____
_____

Sub: Your request for allotment of Flat No. _____on the _____**Floor ('Flat/Unit")** in the building known as 'Rishabraj Aradhana' ("**Project**"), being constructed on land bearing Sub-Plot No. 1, New F.P. No. 275 (Old F.P. No. 324) of T.P.S.-III, Borivali (West), Mumbai – 400 092, Village Borivali, Taluka Borivali, in the Registration District Mumbai and Sub-District Mumbai Suburban admeasuring 779 Sq. Meters. ("**Land**") belonging to Shree Aradhana CHS Ltd. ("**Society**"), having MahaRERA Registration No. P_____.

Dear Sir/Madam,

1. **Allotment of the Said Unit:**

This has reference to your request referred at the above subject. We have the pleasure to inform you that you have been allotted a Flat/Unit bearing No. ____ admeasuring _____ Sq. Meters (equivalent to _____Sq. Ft.) RERA Carpet Area, on the ___ th floor of the proposed building 'Rishabraj Aradhana' ("Unit"), having MahaRERA Registration No. P_____, being developed on land bearing Sub-Plot No. 1, New F.P. No. 275 (Old F.P. No. 324) of T.P.S.-III, Borivali (West), Mumbai – 400 092, Village Borivali, Taluka Borivali, in the Registration District Mumbai and Sub-District Mumbai Suburban admeasuring 779 Sq. Meters, for a total Consideration of **Rs. _____/- (Rupees _____ only)**, exclusive of GST, Stamp Duty and Registration Charges.

2. **Allotment of Garage/Covered parking space/s:**

Further I/we have pleasure to inform you that you have been allotted along with the said unit, mechanical car parking unit bearing nos. _____ admeasuring _____ 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.

3. **Receipt of Part Consideration:**

I/ We confirm to have received from you an amount of **Rs. _____/- (Rupees _____ only)** (Subject to TDS @1% thereon), being about ____ % of the total consideration value of the said Unit, as a booking amount / advance payment on _____, through Cheque/ Post-Dated Cheque/ RTGS/ NEFT/ DD.

4. **Disclosures of information:**

I/ We have made available to you inter alia 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 uploadedon 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 informed to you;

iii) The website address of MahaRERA is https://maharera.mahaonline.gov.in;

iv) You have independently investigated and satisfied yourself completely with respect to title of the Project and our right to develop the same.

5. **Encumbrances:**

I/ We hereby confirm that the said Flat/Unit is free from all encumbrances and I/ We hereby further confirm that no encumbrance shall be created on the said Flat/Unit.

6. **Further Payments:**

Further payment towards the Consideration of the said Flat/Unit shall be made by you, in the manner and at the times as well as on the terms and conditions as more specifically provided in the Agreement for Sale to be entered into between ourselves and yourselves.

7. **Possession:**

The said Flat/Unit shall be handed over to you on or before _____, subject to the payment of the Consideration amount of the said Flat/Unit, car parking spaces and other agreed amounts 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, subject to force majeure.

8. **Interest Payment:**

In case of delay in making any payments, you shall be liable to pay to us interest at the rate which shall be the State Bank of India Highest Marginal Cost of Lending rate plus 2% (two percent) p.a., from the date on which the payment is due till receipt of the amount by us.

9. **Cancellation of Allotment:**

i) In case you desire to cancel this 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 date of receipt of your Letter requesting to cancel this 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 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 this 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 2% (two percent) p.a.

iii) Notwithstanding the aforesaid, the terms of the Agreement for Sale shall override these provisions as and when executed between the parties.

10. **Other Payments:**

You shall make payment of GST, Stamp Duty, Registration Charges (including other incidental 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 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 of Assurances within a period of 2 months from the date of issuance of this Letter or within such extended period as may be mutually decided.

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 or within such mutually agreed extended period as may be communicated to you, 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 with, we shall be entitled to cancel this Allotment Letter and further, 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 12(ii) above isnot 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 whichshall be the State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent).

13. **Validity of Allotment Letter:**

(i) This Allotment Letter shall not be constructed 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 Agreement.

(ii) The present Allotment Letter shall be valid only till such date as and when the Agreement for Sale has been entered into between ourselves and yourselves or till the date of cancellation of this Allotment Letter, whichever is earlier.

14. **Heading:**

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

Yours faithfully,

For M/s. H. Rishabraj Realty.

_____

(Authorized Signatory)
Date: _____
Place: _____

CONFIRMATION & ACKNOWLEDGEMENT

I/ We have read and understood the contents of this Allotment Letter and the Annexure. We hereby agree and accept the terms and conditions as stipulated in this Allotment Letter and as settled between us.

Signature: _____
Name: _____
(Allottee/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	
5.	Stilt (if any)	
6.	Slab Of Super Structure	
7.	Internal walls, internal plaster, completion of floorings, doors and windows	
8.	sanitary fittings, electrical and water supply sittings within the said unit	
9.	Staircase, lifts wells and lobbies at each floor level, overhead and underground water tanks	
10.	External plumbing, External plaster, Elevation, and completion of Terrace with water proofing	
11.	Installation of lifts, water pumps, firefighting fittings and 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 the project as per the 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 sewerage and sullage	
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