ALLOTMENT LETTER

Ref. No. Date:

To,

Mr/Mrs/Ms…….

……..……..

……

Contact number…….

PAN :

Aadhar Card No :

Email id :

Sub:- Your request for allotment of flat/s in the project known as Avalon having MahaRERA Registration No_____.

Sir/Madam,

1. **Allotment of the said unit:**

This has reference to your request for allotment of flat/s in our project known as Avalon registered with MahaRERA under No._____. In that regard, we have the pleasure to inform that you have been allotted a__BHK flat/s bearing No_____ admeasuring RERA carpet area_____ about sq. mtrs

equivalent to _____ sq.ft. situated on_____ floor in Building known as Avalon

Wing_____, hereinafter referred to as "the said unit", being developed on land being Sub-Plot C-1 bearing New CTS No. 928A/01 of Village Pahadi Goregaon (W), CTS Nos 1390, 1390A, 1390/1 to 1390/11 of Village Malad,Taluka Borivli, Dist.Mumbai Suburban admeasuring about 4,850.00 sq.mtrs.
for a total consideration of Rs _____in figures _____(Rupees _____in words _____only) exclusive of GST, Stamp Duty and Registration Charges.

2. **Allotment of parking space(s):**

Further I/ we have the pleasure to inform that you have been allotted along with the said unit, 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.ft on the terms and conditions as shall be

enumerated in the Agreement for Sale to be entered into between ourselves and yourselves.

Further I/ we have the pleasure to inform you that you have been allotted an open car parking bearing No_____without consideration.

3. Receipt of part consideration:

We confirm that we have received form you an amount of Rs._____in figures _____(Rupees_____in words_____only), being 9.95% of the total consideration value of the said unit as booking amount / advance payment on dd/mm/yyyy, through_____mode of payment_____.

4. Issuance of Certificate towards the Tax Deduction at Source :

You shall deduct the tax at the applicable rates in terms of Section 194-IA of the Income tax Act, 1961 and hand over the Certificate of Tax Deducted at Source in the prescribed format and within the period prescribed in Section 203 of the Income tax Act, 1961.

5. Disclosures of information:

We have made available the following information namely to you:-

i) The sanctioned plans, layout plans, along with specifications, approved by the competent authority and which are displayed at the project site and have 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 as stated in Annexure- A attached herewith and

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

6. Encumbrances:

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

6. Further payments:

Further payments towards consideration of the said unit as well as for 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.

7. Possession:

The said unit along with the covered car parking spaces (s) shall be handed over to you on or before 31/05/2028 subject to the payment of the balance consideration amount towards the said unit as well as for 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.

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 ("SBI MCLR") plus two percent.

9. **Cancellation of Allotment**:

i. In case you desire to cancel the booking of the said unit 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	Condition	Amount to be deducted
1.	If the letter requesting to cancel the booking is received on or before the 15th day from issuance of this Allotment Letter.	NIL;
2.	If the letter requesting to cancel the booking is received on the 16th day and upto the 30th day from issuance of this Allotment Letter.	1% of the agreed consideration of the said unit;
3.	If the letter requesting to cancel the booking is received on the 31st and up to 60th day from issuance of this Allotment Letter.	1.5% of the agreed consideration of the said unit;
4.	If the letter requesting to cancel the booking is received after 60th day from issuance of this Allotment Letter.	2% of the agreed consideration 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 booking of the said unit, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be the SBI MCLR plus two percent.

10. 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 subject to whatever is stated in 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 any binding obligation on the part of ourselves and yourselves until you 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 Allotment Letter or within such period as maybe communicated to you. The said period of 2 months can be further extended on ourmutual understanding.

12. Effect of Non-Execution and registration of the Agreement for Sale

(i) In the event if you fail to execute the Agreement for Sale and appear for registration of the same before the jurisdictional Sub-Registrar within the stipulatedperiod 2 months from the date of issuance of this letter or within such 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 from the date of the notice.

(ii) In the event you fail to execute the Agreement for Sale and appear for registration of the same before the concerned Sub-Registrar within the period stipulated in Clause 12 (i) hereinabove, we shall be entitled to cancel this Allotment Letter and further we shall be entitled to forfeit an amount not exceeding 2% of the agreed consideration of the said unit and the balance amount, if any, due and payable shall be refunded to you, 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 to you 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 SBI MCLR plus two percent.

13. <u>Validity of Allotment Letter</u>

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. <u>Amount paid as part consideration:</u>

Till such time the Agreement for Sale is executed and registered jurisdictional Sub-Registrar, the amount paid by you on or before the issuance of this Allotment Letter shall be treated as deposit and shall not carry any interest.

15. Transferability of the Allotment Letter :

This Allotment Letter is not transferrable without our written consent.

16. **<u>Headings</u>**:

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

for **Avalon Residency LLP**

(_____)

Authorised Signatory

<u>CONFIRMATION AND ACKNOWLEDGEMENT</u>

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: …….

Annexure –A

Stage wise estimated time schedule for completion of the project

Sr. No	Stages	Estimated 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	