ALLOTMENT LETTER

Date: [•]

To,
Mr./Mrs./ Ms.
Address: [•]
Telephone/ Mobile No. [•]
Pan Card : [•]
Aadhar Card No.: [•]
Email id: [•]

Sub: Your request for allotment of residential premises being flat no.[•] on [•] floor of the project named as **"……"** to be developed on the portion of land adms. 3086.27 sq. mtrs., or thereabouts, bearing Final Plot No. 34 T.P.S. II of Andheri (Second Variation) Final and CTS No. 171 of Village: Andheri, Taluka: Andheri in the registration district and sub-district of Mumbai suburban situate, lying and being at Jay Prakash Road, Andheri (West), Mumbai **("Project").**

The Plot area 3086.27 is bifurcated as below

01. Plot Area 838.00 sq.mtrs belongs to La Serena existing building in the plot
02. Plot Area 652.27 sq.mtrs belongs to Bungalow
03. RG Area is 600 sq.mtrs
04. **Plot Area 996.00 sq.mtrs belong to project which is being registered as Umar Park**.

Sir/Madam,

1. Allotment of the said Apartment:

This has reference to your request referred in the above subject. In that regard, we have the pleasure to inform that you have been allotted a residential unit being a [•] BHK flat bearing no.[•] to be located on the [•] floor in the Project **("the said Apartment")** and which is registered as a real estate project, having MahaRERA Registration

no.[•] for a total consideration of Rs. [•]/- (Rupees [•] only) **("Sale Consideration")** exclusive/inclusive of GST, stamp duty, registration charges and other one- time charges/ deposits. The RERA carpet area of the said Apartment is [•] square meters equivalent to [•] square feet and the Additional Area i.e. the exclusive balcony/utility areas appurtenant to the said Apartment for your exclusive use, is [•] square meters equivalent to [•] square feet.

2. Allotment of Covered parking Space/s:

Further, we have the pleasure to inform you that you have been allotted along with the said Apartment, [•] covered car parking space/s at basement /podium /stilt on the terms and conditions as enumerated in the agreement for sale to be entered into and executed between us.

3. Receipt of Part Consideration:

We confirm to have received from you an amount of Rs.[•]/- (Rupees [•] only) being [•]% of the total Sale Consideration of the said Apartment as booking amount/ advance payment on [•] through [•] mode of payment.

4. Disclosure of information:

We have made available to you the following information namely:

a) The sanctioned plans, along with specifications, as approved by the competent authority are displayed at the Project site and has also been uploaded on MahaRERA website;

b) 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

c) All required documents and information pertaining to the Project are uploaded on the website of MahaRERA and the website address is **httns://maharera.mahaonline.gov.in**

5. Encumbrances:

We hereby confirm that no encumbrance has been created, as on date, in respect of the

said Apartment and we hereby further confirm that the said Apartment is free from all encumbrances.

6. <u>Further payments</u>:

Further payments towards the Sale Consideration of the said Apartment as well as of the 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 and executed between us.

7. <u>Possession:</u>

The possession of the said Apartment shall be offered to you on or before **[.]**, subject to the payment by you of the Sale Consideration of the said Apartment and all other amounts payable by you with respect to the said Apartment, 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 and executed between us.

8. <u>Interest payment:</u>

In case of delay in making payments, you shall be liable to pay the delayed amounts together with interest thereon at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent **("Interest Rate").**

9. <u>Cancellation of allotment</u>:

In case you desire to cancel the booking an amount mentioned in the table hereunder written * would be deducted and retained by us and the balance amount due and payable shall be refunded to you without interest within 45 days from the date of receipt of you letter requesting us to cancel the said booking.

Sr. Nos.	**If the letter requesting to cancel the booking is received**	**Amount to be deducted and retained by us.**
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 Consideration of the Apartment;

3.	Within 31 to 60 days from issuance of the allotment letter;	1.5% of the Consideration of the Apartment;
4.	After 61 days from issuance of the allotment letter, until execution and registration of the agreement for sale between us in respect of the said Apartment.	2% of the Consideration of the Apartment;

**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 Apartment, you shall be entitled to receive the balance amount with interest calculated at the Interest Rate.

10. <u>Other payments:</u>

You shall make the payment of GST, stamp duty and registration charges, as applicable (including all incidental and/or out of pocket expenses involved herein) and such other payments/one-time charges/ deposits as more specifically mentioned in the agreement for sale, the proforma whereof is enclosed herewith in terms of Clause 11 hereunder written.

In the event of cancellation of booking of the said Apartment as set out in clause 9 hereinabove, the amount/s that have been paid towards GST and/or other taxes by you shall be refunded by us, subject only to the same being received by us from the concerned government/ statutory authorities and only to the extent received as refund.

11. <u>Proforma of the agreement for sale and binding effect:</u>

The proforma of the agreement for sale to be entered into and executed between is uploaded on the Project website for your ready reference. Forwarding the proforma of the agreement for sale does not create a binding obligations on part of ourselves and yourselves until compliance by yourselves of the mandate as stated in Clause 12

below.

12. <u>Execution and registration of the agreement for sale:</u>

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 allotment 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, 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, we shall be entitled to cancel this allotment letter and further we shall be entitled to forfeit an amount not exceeding 2% of the Sale Consideration of the said Apartment 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 within interest calculated at the Interest Rate.

iv. The agreement for sale to be executed between us with respect to sale of the said Apartment, shall be treated as the principal instrument as contemplated by Section 4 of the Maharashtra Stamp Act, 1958 and this Allotment letter and all consequential writings/ documents that may be executed (and registered, if required) between us in respect of the transaction recorded herein (except the agreement for sale) and/ or in the implementation of the provisions of the agreement for sale, shall be considered to be the ancillary / other instruments contemplated by the aforesaid Section 4 of the Maharashtra Stamp Act, 1958.

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 us. Cancellation of allotment of the said Apartment, thereafter, shall be covered by the terms and

conditions of the said registered agreement for sale between us.

14. <u>Headings:</u>

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

Signature:
For M/S. ARY DEVELOPERS
(Email id):
Date: [•]
Place: Mumbai

CONFIRMATION & ACKNOWLEDGEMENT

We have read and understood the contents of this allotment letter and the Annexure. We hereby agree an accept the terms and conditions as stipulated in this allotment letter.

Signature [•]
Name: [•]
(Allottee)

Date[•]
Place: Mumbai

ANNEXURE-A

Stage wise time schedule of completion of 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, completionof floorings, doors and windows	
8.	Sanitary electrical and water supply fittings within the said units	
9.	Staircase 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, lobby/s, paving of areas appurtenant to building/ wing, compound wall and all other requirements as may be required to complete the 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.	Electrical meter room, sub- station, receiving station	
17.	Others	

Mr. Amir Amanullah Mohamed Yusuf,

AMIR AMANULLAH MOHAMED YUSUF Digitally signed by AMIR AMANULLAH MOHAMED YUSUF Date: 2023.11.01 13:48:00 +05'30'

Proprietor of ARY DEVELOPERS

(Owner as developer)