



AIKYA
REALTY
THE OTHER SIDE

Racek Industries Pvt Ltd(RIPL)
Aikya Roots (Vikhroli)

213 2ND Floor Turf Estate Shakti Mill lane
Next to Famous Studio Mahalaxmi
Mumbai-400011

12A, L.B.S Marg, Vikhroli (west)
Mumbai-400079

Date: - _____

To,

ALLOTMENT LETTER

Ref: - Your request for allotment of Flat No. _____ on the _____ floor admeasuring _____ Square feet (RERA Carpet) in the Project known as "Aikya Roots" 12A, L.B.S Marg, Vikroli (west) Mumbai- 400079

MahaRERA registration No: _____

This is to record as under:-

We are well and sufficiently entitled to develop the above land and are in the process of constructing a Building/s in accordance with the plans sanctioned by the M.C.G.M. We propose to allot, sell Flats in the Building on "Ownership Basis".

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

This has reference to your request referred at the above subject. In that regard, I/ we have the pleasure to inform that you have been allotted a _____ BHK

flat/villa/bungalow/ commercial premises bearing No._____ admeasuring RERA Carpet area _____sq mtrs equivalent to ____ Sq.ft. situated on ____ floor in Building ____/Tower ____/ block ____/ Wing ____ in the project known as _____, having MahaRERA Registration no. _____, Hereinafter referred to as “the said unit”, being developed on land bearing C.S. No(s)____/ CTS No(s) ____/ Final Plot No(s) ____/ Survey No(s) _____, Hissa Nos(s) ____/ Gat No(s)____/ Khasra No(s) ____/ Plot No(s) _____ lying and being at _____ Village_____Taluka_____, Dist. _____admeasuring _____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 you that you have been allotted along with the said unit, garage(s) bearing No(s) _____admeasuring sq. mtrs equivalent to _____ sq ft/ covered car parking sapace(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.

3. Receipt of part consideration:

I/ We confirm to have received from you an amount of Rs _____ in figure (Rupees. _____ In words 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 add/mm/yyyy, through_____

4. **Disclosures of information:**

i. I/We have made available to you the following information namely:-

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 the 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 Maha RERA is <http://maharera.mahaonline.gov.in/#>

5. **Encumbrances:**

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

OR

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 the garage(s)/ covered car parking spaces(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 space(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% 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 as applicable and such payments as more specifically mentioned in the agreement for sale, the proforma whereof is enclosed herewith in terms of Clause 11 hereunder written.

11. **Performa 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 126.

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 of 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 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 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.

15. After mutual discussion, inspection of plans and documents, you have expressed your intention to acquire from us, a flat on ownership basis and you have requested us to earmark in your favor a flat admeasuring about _____ **Square Feet.** (RERA Carpet) which will be allotted to you, being **Flat No.** _____ on the _____ floor for the lump sum consideration of **Rs.** _____ **(Rupees: - _____ only)** for earmarking of the said flat you have deposited with us a **sum of Rs.** _____ **(Rupees: - _____ only)** on signing of the Letter of Bookings Allotment, the details of which are as under:-

And further you have agreed to pay to us **the balance of Rs.** _____ **(Rupees: - _____ only)** which will be payable by you to us in the following manner:-

1. Rs. _____/- (Rupees: - _____ only) to be paid on receiving the CC of the building in which the said premises is situated.
2. Rs. _____/- (Rupees: - _____ only) to be paid on completion of plinth of the building in which the said premises is situated.

3. Rs. _____/- (Rupees: - _____ only) to be paid on Completion of the 01st Podium Slab of the building in which the said premises is situated.
4. Rs. _____/- (Rupees:- _____ only) to be paid on Completion of 2nd Podium Slab of the building in which the said premises is situated.
5. Rs. _____/- (Rupees:- _____ only) to be paid on Completion of the 3rd Podium Slab of the building in which the said premises is situated.
6. Rs. _____/- (Rupees:- _____ only) to be paid on Completion 4th Slab of the building in which the said premises is situated.
7. Rs. _____/- (Rupees:- _____ only) to be paid on Completion 5th Slab of the building in which the said premises is situated.
8. Rs. _____/- (Rupees:- _____ only) to be paid on Completion 6th Slab of the building in which the said premises is situated.
9. Rs. _____/- (Rupees:- _____ only) to be paid on Completion 7th Slab of the building in which the said premises is situated.
10. Rs. _____/- (Rupees:- _____ only) to be paid on Completion 8th Slab of the building in which the said premises is situated.
11. Rs. _____/- (Rupees:- _____ only) to be paid on Completion 9th Slab of the building in which the said premises is situated.
12. Rs. _____/- (Rupees:- _____ only) to be paid on Completion 10th Slab of the building in which the said premises is situated.
13. Rs. _____/- (Rupees:- _____ only) to be paid on Completion 11th Slab of the building in which the said premises is situated.
14. Rs. _____/- (Rupees:- _____ only) to be paid on Completion 12th Slab of the building in which the said premises is situated.
15. Rs. _____/- (Rupees:- _____ only) to be paid on Completion 13th Slab of the building in which the said premises is situated.

16. Rs. _____/- (Rupees:- _____ only) to be paid on Completion 14th Slab of the building in which the said premises is situated.
17. Rs. _____/- (Rupees:- _____ only) to be paid on Completion 15th Slab of the building in which the said premises is situated.
18. Rs. _____/- (Rupees:- _____ only) to be on Completion 16th Slab of the building in which the said premises is situated.
19. Rs. _____/- (Rupees:- _____ only) to be paid on Completion 17th Slab of the building in which the said premises is situated.
20. Rs. _____/- (Rupees:- _____ only) to be paid on Completion 18th Slab of the building in which the said premises is situated.
21. Rs. _____/- (Rupees:- _____ only) to be on Completion 19th Slab of the building in which the said premises is situated.
22. Rs. _____/- (Rupees:- _____ only) to be on Completion 20th Slab of the building in which the said premises is situated.
23. Amount of Rs. _____/-(Rupees _____ Only) to be paid to the Promoters on completion of the walls, internal plaster, floorings, doors and windows of the said flat.
24. Amount of Rs. _____/-(Rupees _____ Only) to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said flat.
25. Amount of Rs. _____/-(Rupees _____ Only) to be paid to the Promoters on completion of the external plumbing and external plaster, elevation, terraces with waterproofing of the building or wing in which the said flat is located.
26. Amount of Rs. _____/-(Rupees _____ Only) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, lift lobby/s plinth protection, paving of area appertain and all other requirements as may be prescribed in the Agreement of Sale of the building or wing in which the said flat is located
27. A sum of Rs. _____ (Rupees _____ only) being the balance amount payable against possession

We have got the plans approved and sanctioned from the M.C.G.M for the said project.

16. You are aware of your obligations to pay further and other dues and contributions (over and above the agreed consideration) such as deposits and charges including share money for formation of the corporate body /s for the said building, deposits for various connections payable Corpus Fund, legal costs, stamp duty, registration charges, development charges, taxes, levies, maintenance charges etc.
17. Time for payment of various installments, deposits and charges are of essence. You are aware that interest at SBI REPO Rate (MCLR) + 2% per annum, is payable on all delayed payments done by you .
18. In the event any Vat, Service Tax, Works Contract Tax, Value Added Tax, Goods and Service Tax etc and any other imposts / impositions are levied by the Government or any statutory authorities or bodies in respect of the Agreement for Sale and / or the purchase price and consideration payable under the said Agreement.
19. Detailed terms and conditions of allotment / sale shall be incorporated in the Agreement for Sale, copy whereof shall be handed over to you in due course. The Agreement for Sale will inter alia include conditions / covenants for:-
 - i. Formation of the Corporate Body (which may either be a Co-operative Society or an association under the provisions of the Maharashtra Apartment Ownership Act, 1970 or a limited company.
 - ii. Until formation of such Corporate Body, we may make arrangements for .management of the building and charge management fees thereof.
20. So long as you make payments of the amounts payable by you on due dates and observe the terms and conditions of the sale of the said flat, the earmarking thereof made in your favor will not be terminated or cancelled.
21. You shall pay stamp duty and registration charges on the Agreement for Sale and proportionately on the Deed of Transfer and register the same.

22. All Payments shall be made in the following bank A/c only
_____.

Signature _____

Name _____

(Promotor(s)/ Authorized Signatory)

(Email ID.)

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 _____

(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.	Slabs of super structure	
7.	Internal walls, internal plaster, completion of floorings, doors and windows	
8.	Sanitary electrical and water supply fittings	
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 requires to complete the project as per specifications in agreement of sale, any other activities.	
12.	Internal roads & footpaths, lighting	
13.	Water supply	
14.	Sewerage (chamber, lines, septic tanks, 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	