

## ANNEXURE 1

## MODEL FOR ALLOTMENT LETTER

Note:- i) For Compliance of the provisions of clause (g) of sub-section 4 of the Real Estate (Regulation and Development) Act, 2016 (the Act), the preform of the allotment letter to be uploaded along with the application for registration of the real estate project shall be as per this model form of allotment letter.

ii) It shall be mandatory to issue allotment letter in this format whenever a sum not more than 10% (ten per cent) of the cost of the apartment, plot or building as the case may be, is collected as deposit or advance.

No.

Date:

To,

Mr./Mrs./Ms. -----

R/o-----

(Address)

Telephone/Mobile Number-----

Aadhar Card No:

Email ID:

Sub: Allotment of Residence ALL THAT Flat No. \_\_\_\_\_, in “\_\_” Wing, area admeasuring \_\_\_\_\_ Sq. Fts., equivalent to \_\_\_\_\_ Sq. Mtrs., i.e. Carpet Area; on \_\_\_\_\_ Floor, in R.C.C. Building A Proposed Co-Operative Society named as **“THE LIVIN”**; constructed on plot of land bearing Survey No. 24 Hissa No. 1/B, Survey No. 272 Hissa No. 3/C/1 Survey 284 Hissa No. 1/A/2/A, Survey No. 272 Hissa No. 1/B, Survey No. 24 Hissa No. 2/B; situate, lying and being at Village Kon, Taluka Bhiwandi, Dist. Thane; within the limits of Kon Grampanchayat, Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane, State Maharashtra.

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, I / we have the pleasure to inform that you have been allotted residence ALL THAT Flat No. \_\_\_\_\_, in “\_\_” Wing, area admeasuring \_\_\_\_\_ Sq. Fts., equivalent to \_\_\_\_\_ Sq. Mtrs., i.e. Carpet Area; on \_\_\_\_\_ Floor, in R.C.C. Building A Proposed Co-Operative Society named as **“THE LIVIN”**; constructed on plot of land bearing Survey No. 24 Hissa No. 1/B, Survey No. 272 Hissa No. 3/C/1 Survey 284 Hissa No. 1/A/2/A, Survey No. 272 Hissa No. 1/B, Survey No. 24 Hissa No. 2/B; situate, lying and being at Village Kon, Taluka Bhiwandi, Dist. Thane; within the limits of Kon GrampanchayaT Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane, State Maharashtra for a total consideration of

Rs. \_\_\_\_\_ in figures (Rupees. In words \_\_\_\_\_ only) Exclusive of GST stamp duty and registration charges

**OR**

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

This has reference to your request referred to at the above subject. In that regard, I/we have the pleasure to inform that you have been allotted a residence ALL THAT Flat No. \_\_\_\_\_, in “\_\_” Wing, area admeasuring \_\_\_\_\_ Sq. Fts., equivalent to \_\_\_\_\_ Sq. Mtrs., i.e. Carpet Area; on \_\_\_\_\_ Floor, in R.C.C. Building A Proposed Co-Operative Society named as “**THE LIVIN**”; constructed on plot of land bearing Survey No. 24 Hissa No. 1/B, Survey No. 272 Hissa No. 3/C/1 Survey 284 Hissa No. 1/A/2/A, Survey No. 272 Hissa No. 1/B, Survey No. 24 Hissa No. 2/B; situate, lying and being at Village Kon, Taluka Bhiwandi, Dist. Thane; within the limits of Kon Grampanchayat, Joint Sub-Registration District and Taluka Bhiwandi, Registration District and District Thane, State Maharashtra, for a total consideration of Rs. \_\_\_\_\_ in figures (Rupees. In words \_\_\_\_\_ only) exclusive of GST, stamp duty and registration charges.

**2). Allotment of garage/covered parking space(s):**

Further I/we have the pleasure to inform you that have been allotted along with the said unit, garage(s) 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. ft. on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

**OR**

**2). Allotment of Car Parking**

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:**

A) I/we confirm to have received from you an amount of Rs. \_\_\_\_\_ In figures (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 dd/mm/yyyy, through mode of payment

- i. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (not exceeding 30% of the total consideration) to be paid to the Promoters after the execution of Agreement.
- ii. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (not exceeding 45% of the total consideration) to be paid to the Promoters on completion of the Plinth of the building or wing in which the said premises is located.
- iii. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (not exceeding 70% of the total consideration) to be paid to the Promoters on completion of the slabs including podiums and stilts of the building or wing in which the said premises is located.
- iv. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (not exceeding 75% of the total consideration) to be paid to the Promoters on completion of the walls, internal plaster, floorings doors and windows of the said premises.
- v. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (not exceeding 80% of the total consideration) to be paid to the Promoters on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said premises.
- vi. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (not exceeding 85% of the total consideration) 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 premises is located.
- vii. Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (not exceeding 95% of the total consideration) to be paid to the Promoters on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby's, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of Sale of the building or wing in which the said premises is located.
- viii. Balance Amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) against and at the time of handing over of the possession of the Premises to the said Premises on or after receipt of occupancy certificate or completion certificate.

**B)** If you fails to make the balance \_\_\_\_\_% of the booking amount/advance payment with the time period stipulated above further action stated in clause No. 12 hereunder written shall be taken by us as against you.

**4). Disclosures of information:**

I/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/#>

**5). Encumbrances:**

I/ We hereby confirm that the said unit is free from all encumbrances and I/

We hereby further confirm that no encumbrances shall be created on the said unit.

OR

5) If we created the following encumbrances(s)/ encumbrances attached with caveat as enumerated hereunder on the said unit

- a)
- b)
- c)

**6). Further Payments:**

Further Payments to words the consideration of the said unit as the well as of the garage(s)/ covered car parking space(s) shall be made by you in the manner and at the times as well as on the terms and condition 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 spaces(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 received	Amount to be deducted
1.	Within 15 days from issuance of the allotment letter;	Nil;
2.	Within 16 to 30 says form issuance of the allotment letter;	1 % of the cost og 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 other payments as more specifically mentioned in the agreement for sale, the preform 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 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 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 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)/Authorised Signatory

Email Id

Date .....

Place .....

**CONFIRMATION & ACKNOWLEDGEMENT**

I/ we have read and understood the contents of his 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 -----

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**Annexure –A**

Stage wise time schedule of completion of the project

<b>Sr. No.</b>	<b>Stages</b>	<b>Date of Completion</b>
1	Excavation	
2	Basements (If any)	
3	Sewerage (chamber, lines, Septic Tank, STP).	
4	Podiums (if any)	
5	Plinth	
6	Slabs of super structure	
7	Internal Walls, Internal Plaster, completion of Floorings Doors and Windows	
8	Sanitary electrical and water supply fittings within the said units	
9	Staircases, 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, Fire Fighting Fittings and Equipment as per CFO NOC, Electrical fittings to Common Areas, electro mechanical equipment, Compliance to conditions of environment /CRZ NOC, 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 obtain Occupation / Completion Certificate.	
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	

Signatruue .....

Name .....

(Promoter(s)/Authorised Signatory

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