

## ALLOTMENT LETTER

Reference No. [●]

Date: [●]

To,

Mr/Mrs./Ms/Messrs [●],

[●]

Telephone/mobile number: [●]

Pan card number: [●]

Aadhar card number: [●]

Email ID: [●]

Sub: Your request for Allotment of Flat No. [●] in the project known as “Godrej Vistas”, having MahaRERA Registration No. [●].

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Sir/Madam,

1. **Allotment of the Flat:**

This has reference to your request referred in the above subject. In that regard, we Godrej & Boyce Manufacturing Company Limited (hereinafter referred to as “the Owner-Promoter”), have the pleasure to inform that you have been allotted a (2/2.5/3/3.5/4) BHK flat / bearing No. [●] admeasuring RERA Carpet area [●]square meters, equivalent to [●] square feet, situated on the [●] floor in Tower/ Wing [●] in the project known as “Godrej Vistas”, having MahaRERA Registration No. [●] (hereinafter referred to as “the Flat”), being developed on all that piece or parcel of partly perpetual leasehold and partly freehold land admeasuring in aggregate to 7,763 square metres, bearing new C.T.S No.8/A/1/2(Pt) of Village Vikhroli (hereinafter referred to as the “Project Land”), for a total consideration of Rs. [●] (Rupees [●] only) exclusive of GST, upon terms and conditions hereinafter recorded. The terms and conditions though indicative are inclusive but not exhaustive and the Agreement for Sale (hereinafter referred to as the “Agreement for Sale”) to be executed between us shall comprise of all the terms and conditions, which you the Allotee(s) agree/s to fully adhere to without any delay or demur.

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

Further, we have the pleasure to inform you that you have been allotted along with the Flat, alongwith open/stilt/tandem car parking space(s) bearing Slot No.(s) [●] (having dimensions [●]metres in length and [●] metres in width) at [●] level basement 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:**

- A) You have requested us to consider payment of the booking amount/advance payment in stages, which request has been accepted by us and accordingly we confirm to have received from you an amount of Rs. [●] (Rupees [●] only) being

[●] % of the total consideration value of the Flat as booking amount/advance payment on [●], through [●]. The balance [●] % of the booking amount/advance payment shall be paid by you in the following manner.

- a. Rs. [●]/- (Rupees [●] only) on or before [milestone].
- b. Rs. [●]/- (Rupees [●] only) on or before [milestone].
- c. Rs. [●]/- (Rupees [●] only) on or before [milestone].
- d. Rs. [●]/- (Rupees [●] only) on or before [milestone].

**B) The total consideration mentioned above shall be escalation-free, save and except the escalations/increases due:**

- a. to increase on account of development charges or betterment charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the competent authority/local bodies/Government from time to time; and
- b. to an increase in the area of the Flat, due to any variation and amendment of the Flat.

**C) Irrespective of any disputes, which may arise between us, you shall punctually pay all installments of the Sale Consideration, amounts, contributions, deposits and shall not withhold any payment for any reason whatsoever.**

**D) In the event**, you fail to make payment of the balance [●] % of the total Sale Consideration as per the milestones stipulated hereinabove then action as stated in Clauses 6 (e), 10 and 16 hereunder written shall be taken by us as against you.

#### **4. Disclosures of information:**

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;
- iii) The website address of MahaRERA is <https://maharera.mahaonline.gov.in/>; and
- iv) This Allotment Letter shall always be read along with the Booking Application Form and the Booking Application Form is an integral part of this Allotment Letter and the Booking Application Form and this Allotment Letter shall always be read and interpreted together.

#### **5. Project to be part of a larger layout:**

You are aware that the current development of the Project is part of the larger layout development, known as “GODREJ GARDEN ENCLAVE” (hereinafter referred to as the “**Layout**”), plans whereof have been shown to you. This is the last phase of development out of the Layout.

**6. Covenants of the Allottee(s):**

Further, this allotment has been made in your favor subject to the following covenants by you:

- a. That you the Allottee(s) have voluntarily and after being fully satisfied with the terms and conditions, Layout, and with full knowledge of all the laws/notifications and rules applicable to the housing projects specifically the present project have agreed to and accepted this allotment hereof.
- b. That you the Allottee(s) have verified and/or inspected the title of the Owner-Promoter to the Project Land and to the Flat herein proposed to be provisionally reserved for/ allotted to you and are fully satisfied with the same and agree to not raise any requisitions and/or doubts in any manner whatsoever.
- c. That you the Allottee(s) agree to abide by the terms and conditions of the proposed Agreement for Sale and pay in full the consideration including GST and other charges, rates, taxes, cesses, deposits, levies etc, including development/ infrastructure / approval charges, if any.
- d. That you the Allottee(s) agree that “time shall be of essence” in respect of the payment schedule and compliance of the obligations by you the Allottee(s) of the terms of this Allotment Letter as well as the Agreement for Sale.
- e. That you the Allottee(s) are well aware and you duly acknowledge that it is not obligatory on the part of the Owner Promoter to send reminders and/or notices in respect of your responsibilities and/or obligations as set out in this Allotment Letter and/or the Agreement for Sale and further that you the Allottee(s) shall be fully liable for any and all consequences in respect of the defaults in paying the balance Sale Consideration and/or breaches intentional or otherwise committed due to your failure in not abiding by the terms and conditions contained in this Allotment Letter and/or the final Agreement for Sale. In such event the Owner-Promoter shall at its sole option and without prejudice to its rights and remedies available both in law and equity be entitled to (i) cancel and/or rescind this Allotment Letter without any reference and/or recourse to the Allottee(s); and (ii) forfeit the amount received from the Allottee(s) at the time of execution of this Allotment Letter in the manner set out herein. It is expressly agreed and clarified by the Owner-Promoter to the Allottee(s) herein that the execution of this Allotment Letter does not and create any ownership right, title and interest in favour of the Allottee(s) in the Flat.
- f. That you the Allottee(s) are well aware that this project known as “Godrej Vistas” shall also have commercial/ retail units, which shall be sold/ allotted/ leased by the Owner-Promoter to third parties. The allottees of

such commercial /retail units shall also be joined as members of the Society, which is to be formed.

7. **Encumbrances:**

We hereby confirm that the Flat is free from all encumbrances.

8. **Further payments:**

Further payments towards the balance consideration of the Flat shall be made by you, in the manner and at the times as well as on the terms and conditions as more specifically stated in the Agreement for Sale to be entered into between ourselves and yourselves.

9. **Possession:**

The Flat along with the covered car parking space(s) shall be handed over to you on or before [●], subject to force majeure and other circumstances beyond our control as shall be enumerated in the Agreement for Sale, and further subject to the payment of the balance consideration amount of the Flat as well as of the 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.

10. **Interest payment:**

In case of delay in making payments of any instalments towards the balance Sale Consideration, 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 (2%).

11. **Cancellation of allotment:**

- i. In the event, you desire to cancel the booking, an amount mentioned in the table hereunder written shall be deducted and the balance amount paid by you shall be refunded to you without interest, within 45 days from the date of receipt of your letter requesting to cancel the booking of the Flat.

Sr. No.	If the letter requesting to cancel the booking is received	Amount to be deducted
1.	Within 15 days from issuance of this Allotment Letter;	Nil
2.	Within 16 to 30 days from issuance of this Allotment Letter	1% of the cost of the Flat.
3.	Within 31 to 60 days from issuance of this Allotment Letter	1.5% of the cost of the Flat.
4.	After 61 days from issuance of this Allotment Letter.	2% of the cost of the Flat.

- ii. In the event, the amount due and payable referred in above clause is not refunded within 45 days from the date of receipt of your letter requesting

to cancel the said booking of the Flat, 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.

**12. Other payments:**

You shall make the payment of GST etc, as applicable and such other payments as more specifically mentioned in the Agreement for Sale.

**13. Allottees' consent for amendment of the plans and layout of the project:**

It is hereby clarified that in case of additions and alterations as may be required by the Allottee(s), or any alterations or additions required by any Government authorities or due to change in law the Owner-Promoter shall intimate the Allottee(s) in writing; and any changes or alterations as may be necessary due to architectural and structural reason duly recommended and verified by the authorized Architects and Engineers of the Project, the Owner-Promoter shall obtain the consent in writing of the Allottee(s) for such changes or additions

14. You shall be entitled to sell, transfer and assign the benefits arising hereunder, from the date of this Allotment Letter, to any person subject to you first having paid all the tranches of the Total Sale consideration upto that stage, and cleared all your dues under this Allotment Letter (including interest on delayed payments) and further subject to your having obtained prior written consent from us, including having paid the transfer charges (as may be determined by us from time to time) towards such transfer.

**15. Proforma of the agreement for sale and binding effect:**

The proforma of the Agreement for Sale to be entered into between ourselves and yourselves has been provided to you vide our email dated [●] 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 16.

**16. 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 the period of 2 months from the date of issuance of this letter or within such period as may be communicated to you. The aforesaid period of two months for registration of the Agreement for Sale can be further extended on our mutual understanding, not exceeding a total period of four (4) months from the date of execution of the Agreement for Sale.
- ii. If you fail to execute the Agreement for Sale and appear for registration of the same before the concerned Sub-Registrar of Assurances within the stipulated period of two 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 cost of the Flat 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 the aforesaid sub-clause 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.

**17. Validity of this 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 Flat thereafter, shall be covered by the terms and conditions of the Agreement for Sale.

18. It is specifically clarified and understood by the Allottee that the Owner-Promoter is at liberty and are fully entitled to incorporate additional terms and conditions in the proposed Agreement for Sale over and above the terms and conditions as set out in this Allotment Letter.

**19. Headings**

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

**For Godrej & Boyce Mfg. Co. Ltd.**

*[insert name of authorized signatory]*

*[insert designation]*

*[insert email ID]*

Date: *[insert date]*

Place: *[insert 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.

*insert name/s of the allottee(s)]*

Date *[insert date]*  
Place: *[insert place]*.

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**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 within the said units	
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 required to complete project as per specifications in the said 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	

For Godrej & Boyce Mfg. Co. Ltd.



*[insert name of authorized signatory]*

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