



ANNEXURE '1' MODEL FORM OF ALLOTMENT LETTER

No.

Date:

To,

To,

Mr/Mrs./Ms.

R/o

(Address)

Telephone/ Mobile number

Pan Card No.:

Aadhar Card No.:

Email ID

Sub: Your request for Allotment of Flat No. ("said Flat") admeasuring _____ square meters RERA carpet area on the floor in the project known as "_____" to be constructed on all that piece and parcel of Plot admeasuring _____ Sq. mtrs bearing C.T.S. Nos. _____ of village _____ within the Registration District of Mumbai Suburban (the "Land"), lying, being and situated at _____ ("said Land"), having MahaRERA Registration No. _____

Sir/Madam,

1. **ALLOTMENT OF THE SAID FLAT:**

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 _____ CTSNo(s) _____

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Khasra No(s)_____ Plot No(s)_____lying and being
at_Village_Taluka_____,Dist.____admeasuring____sq.mtrs. For a total
consideration of Rs_____ (Rupees. In words
_____ only
) exclusive of GST, stamp duty and registration charges.

2. **ALLOTMENT OF GARAGE / COVERED PARKING SPACES (S):**

Further, I/ We have the pleasure to inform you that you have been allotted along with the said Unit, garage/covered car parking space at _____ level basement / podium/ stilt/ mechanical car parking unit bearing No._____ admeasuring _____ sq.ft.having ___ft. length X___ft. breadth ___ x_____ft. vertical clearance 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 OPEN CAR PARKING:**

Further, I/ We have the pleasure to inform you that you have been allotted an open car parking bearing No._____ having_____ ft. Length x _____ ft. Breadth without consideration

3. **RECEIPT OF PART CONSIDERATION:**

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 consideration value of the said unit as booking amount / advance payment on dd/mm/yyyy, through mode of payment.

The above payment received by me /us have been deposited in RERA

Designated Collection Account, _____ Bank, _____

having IFS Code _____ situated at

_____. In addition to the above bank

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account, I/we have opened in the same bank, RERA DESIGNATED SEPARATE BANK ACCOUNT and RERA DESIGNATED TRANSACTION BANK ACCOUNT having Account No. _____ and _____ respectively.

Note: For projects where promoters have Area Share, the three bank accounts of the project of all promoters shall be listed, for projects where promoters shall be listed. For projects where promoters have Revenue Share the three bank accounts of all promoters as well as the RERA Designated Master Bank Account of the Project shall be listed.

OR

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 I/We confirm to have received from you and amount of Rs. _____ (Rupees. _____ only) being _____% of the total consideration value of the said unit 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 _____.
- b) Rs. _____ (Rupees _____ only) on or before _____.
- c) Rs. _____ (Rupees _____ only) on or before _____.
- d) Rs. _____ (Rupees _____ only) on or before _____.

Note: The total amount accepted under this clause shall not be more than 10% of the cost of the said unit.

B. If you fail to make the balance _____% of the booking amount / advance payment within the time period stipulated above further action as stated in Clause 12 hereunder written shall be taken by us against you.

C. The above payment received by me / us have been deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, I / we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction bank Account having Account No. _____ and _____ respectively.

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Note For projects where promoters have Area Share, the three bank accounts of the project of all the promoters shall be listed. For projects where promoters have Revenue Share the three bank accounts of the promoters as well as the RERA Designated Master Bank Account of the Project shall be listed.

4. **DISCLOSURES OF INFORMATION:**

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

- a. The sanctioned plans, layout plans, along with specifications, approved by the competent authority are displayed at the project site and have 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. 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 encumbrance, and I/we hereby further confirm that no encumbrances shall be created in the said unit.

OR

ENCUMBRANCES:

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 Flat as 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 conditions as more

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specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

7. **POSSESSION:**

The said Flat 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 Flat and all other payments 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 to us interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus 2 (two) percent.

9. **CANCELLATION OF ALLOTMENT:**

a. In case you desire to cancel the booking for any reason whatsoever (including due to our default), an amount mentioned in the Table hereunder written would be deducted and forfeited and the balance amount due and payable shall be refunded to you without interest within 45 (forty-five) 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 Flat;

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3.	within 31 to 60 days from issuance of the allotment letter;	1.5% of the cost of the said Flat;
4.	After 61 days from issuance of allotment letter	2% of the cost of the said Flat

b. 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 2 (two) percent.

10. **OTHER PAYMENTS:**

You shall make the payment of all applicable taxes including GST, stamp duty and registration charges, as applicable and such other payments as more specifically mentioned herein / in the agreement for sale, the proforma 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 12.

12. **EXECUTION AND REGISTRATION OF THE AGREEMENT FOR SALE:**

a. You shall execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within a period of 2

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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.

- In the event the booking amount is collected in stages and if the allottee fails to pay the subsequent stage instalment, the promoter shall serve upon the allottee a notice calling upon the allottee to pay the subsequent stage instalment within 15 (fifteen) days which if not complied, the promoter shall be entitled to cancel this allotment letter. On cancellation of the allotment letter the promoter shall be entitled to forfeit the amount paid by the allottee or such amount as mentioned in the Table enumerate in Clause 9 whichever is less. In no event the amount to be forfeited shall exceed the amount mentioned in the above referred Table.

Except for the above all the terms and conditions as enumerated in this allotment letter shall be applicable even for cases where booking amount is collected in stages.

- b. 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 or you fail to make the payments as mentioned herein, 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 Consideration Amount 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.
- c. 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 2 (two) percent.

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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 Flat 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) / Authorized
Signatory) (Email Id.)

Date:
.....

Place:

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Housiey.com

CONFIRMATION & ACKNOWLEDGEMENT

We have read and understood the contents of this allotment Letter and the Annexure. 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

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, 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 of 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	

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Promoter (s) / Authorized
Signatory