

ALLOTMENT LETTER

No.

Date:

To,
Mr/Mrs./Ms.
R/o
(Address)
Telephone/ Mobile number
Pan Card No.:
Aadhaar Card No.:
Email ID:

Sub: Your request for allotment of Flat/Shop No. _____ (“**said Unit/Flat**”) admeasuring _____ square meters carpet area (excluding area of balcony/ies) on the _____ floor of the building/project known / to be known as “Swastik Legacy” to be constructed / being constructed on All that piece or parcel of land admeasuring _____ sq. mtrs. bearing C.T.S No. 836 (part) and sub no. 836/15 to 836/28 located at Subhash Nagar, Chembur, Mumbai in the Registration Sub-District of Kurla and Mumbai Suburban (“**said Land**”) having MahaRERA Registration No. _____

Sir/Madam,

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

This has reference to your request referred at the above subject. In that regard, we have the pleasure to inform that you have been allotted a _____ flat/ unit bearing no. _____ admeasuring RERA Carpet area _____ sq. mtrs equivalent to _____ sq. ft. situated on _____ floor in Building known as _____, having MahaRERA Registration No. _____, hereinafter referred to as “**the said Unit/Flat**”, being developed on the said Land for a total consideration of Rs. _____/- (Rupees _____ only) exclusive of GST, stamp duty and registration charges.

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

Further, we have the pleasure to inform you that, along with the said Unit/Flat, you will have an exclusive right to use __ (____) car parking space bearing no.____ admeasuring _____ sq. mtrs. equivalent to _____ sq ft having __ length X __ breadth X ____ vertical clearance, on the terms and conditions as shall be enumerated in agreement for sale to be entered into between ourselves and yourselves.

3. **Receipt of part consideration:**

We confirm to have received from you an amount of Rs. _____/- (Rupees _____in words _____only), being __ % of the total consideration as booking amount /advance payment on _____, through _____.

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 and
- iii) The website address of MahaRERA is <https://maharera.mahaonline.gov.in>.

5. **Encumbrances:**

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

6. **Further payments:**

Further payments towards the consideration of the said Unit/Flat as well as of the 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 payment schedule annexed hereto as **Annexure "B"**.

The above payment received by us have been deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. In addition to the above bank account, we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account nos. _____ and _____ respectively.

7. **Possession:**

The said Unit/Flat along with the 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/Flat and all other payments as well as of the 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, on any and all delayed payments.

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

- 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 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 Annexure "C".

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:**

- 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 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 cost of the said Unit/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. The forfeiture of cost shall be as per the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

- 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 2 (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/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.

15. **Additional terms**

All the aforesaid terms and conditions are applicable and binding upon your respective nominees/legal heirs, executors, successors and assigns.

All letters, circulars, receipts and/or notices issued by us, dispatched under courier/certificate of posting to your address, as well as an email sent by us to you shall be sufficient proof of the receipt by you and must completely and effectively discharge us.

You hereby confirm, agree and acknowledge that, if booking of the said Unit/Flat is done through any agent/broker, then in that event we shall not be held liable and responsible for any misrepresentation, misleading or false information provided by such agent/broker. You further agree and confirm that we shall not be held liable and responsible for any internal arrangement arrived at by and between such agent/broker with yourself.

Please note that this allotment of the said Unit/Flat is subject to you executing/signing and submitting to us the duplicate copy of the duly signed Allotment Letter within 7 (seven) days of the date hereof. If we do not receive the duly signed Allotment Letter from you within the timelines mentioned herein, then it shall be deemed that you have not accepted the allotment of the said Unit/Flat.

Signature



M/s Swastik Realtors

(Promoter(s) / Authorized Signatory)

(Email Id.)

Date:

Place:

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:

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 flats	
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.	Water conservation / rain water harvesting	
17.	Electrical meter room, sub-station, receiving station.	
18.	Others	




Promoter (s) /
Authorized
Signatory

Annexure B
(Payment Plan of Consideration)

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ANNEXURE – C

Other Charges

Sr. No.	Particulars	Amount (Rs.)
1.	Legal Charges	Rs _____/-
2.	Share Money, application entrance fee of the Society	Rs _____/-
3.	Towards water, electricity, and other utility and services connection charges	Rs _____/-
4.	Development Charges	Rs _____/-
6.	Advance payment of Maintenance and Outgoings payable to the Society for ____ months	Rs _____/-
6.	Advance payment of Property Tax for ____ months.	Rs _____/-

The charges listed above are exclusive of taxes and all taxes thereon shall be borne by you.

Stamp Duty, Registration, GST charges are over and above consideration amount