

ALLOTMENT LETTER

Date

To

Mr/Mrs/Ms

(Address)

Telephone mobile number

Pan Card No.

Adhar Card No.

Email ID

Dear Sir/Madam,

Re: Your request for Allotment of Flat in the Real Estate Project known as **Rustomjee La Vie Wing B (“the said Project”)**, having MahaRERA Registration No. _____ being constructed on the piece and parcel of land admeasuring 1295 sq. meters situated in Survey No. 329/2(pt), 329/3(pt) which in turn forms part of all that piece and parcel of land admeasuring _____ sq. meters bearing Survey Nos. 328/1(pt), 328/2, Survey No. 328/3/a(pt), Survey No. 328/3/b(pt), Survey No. 328/3/c(pt), Survey No. 328/3/d, Survey No. 328/3/e, Survey No. 328/3/f, Survey No. 328/3/g, Survey No. 328/3/h, Survey No. 328/3/j, Survey No. 329/1, Survey No. 329/2(pt), Survey No. 329/3(pt), Survey No. 345/1a(pt), Survey No. 345/7a(pt), Survey No. 345/10(pt), Survey No. 345/13(pt) lying being and situated at Village Majiwade, Taluka and District Thane (**“the said Property”**) being developed by **Kapstone Constructions Private Limited..**

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1. This letter is being issued with regards to the request received from your with regards to the request received from you for the allotment of premises in the said Project.
 2. In that regard, we have the pleasure to inform that:
 - a) you have been allotted the premises/unit bearing no _____ admeasuring _____ RERA carpet area on the _____ floor in the _____ wing in the said Project for a total consideration of Rs. _____/- (Rupees _____ only) exclusive of direct / indirect taxes including GST, stamp duty and registration charges and pre-possession charges; together with
 - b) _____ covered car parking space/s without consideration, the details of the car parking space/s shall be provided separately in the car

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parking allotment letter to be issued at the time of handing over possession of the said flat to you.

3. 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 premises/unit) being ___ % of the total consideration value of the said premises/unit as booking amount / advance payment on dd/mm/yy, through _____ mode of payment.

OR

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 “in words” Only) being _____ % of the total consideration value of the said unit as booking amount/advance payment on dd/mm/yy, through _____ mode of payment. The balance _____ % of the booking amount /advance payment shall be paid by you in following manner:

- a) Rs. _____/- (Rupees in “in words” Only) on or before _____.
- b) Rs. _____/- (Rupees in “in words” Only) on or before _____.
- c) Rs. _____/- (Rupees in “in words” Only) on or before _____.
- d) Rs. _____/- (Rupees in “in words” Only) on or before _____.

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

If you fail to make the balance _____ % of the booking amount/advance payment within the time period stipulated above further action as hereinafter mentioned shall be undertaken by us against you.

4. We have made available to you the following information namely:
- i) The sanctioned plans with respect to the said premises/unit and the said Project along with specifications, approved by the competent authority along with all the balance material details pertaining to the project (including the date of completion of the said Project) which have been uploaded on MahaRERA website.
- ii) The website address of MahaRERA is <https://maharera.mahaonline.gov.in/#>
5. We hereby confirm that the said unit is free from all encumbrances OR is currently encumbered as and by way of project finance raised by the promoter; however, we undertake to obtain NOC/ROC for proposed transaction from

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concerned mortgagee bank on or before execution of Agreement for sale between the parties and we hereby further confirm that no encumbrances shall be created on the said premises/unit thereafter.

6. The said unit along with the car parking space shall be handed over to you as mentioned in the Agreement for Sale subject to the payment of all the monies (including the consideration amount) due and payable by you towards the allotment of the said flat in the manner and within the period as more particularly detailed in the agreement for sale to be entered into between ourselves and yourselves.
7. Further payments towards the consideration of the said premises/unit, the garage(s)/covered car parking space(s) (If subsequently purchased by you) together with the pre-possession charges shall be made by you in the manner and within the timeframe as well as on the terms and conditions as are specifically detailed in the agreement for sale to be executed between us.
8. In addition to the above, you shall also make the payment towards GST, stamp duty and registration charges, at the applicable rate, along with such other payments as more specifically mentioned in the agreement for sale, the proforma whereof is enclosed herewith.
9. In case of there being any delay on your part towards making any payments pertaining to the allotment of the said premises/unit, 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 per cent.
10. It is clarified that if the present allotment is withdrawn or cancelled by you prior to the execution of the agreement for sale then this allotment letter together with any other documents and writings that may be executed between us shall be treated as terminated/cancelled and a percentage of the booking amount paid by you towards the allotment of the said premises/unit shall be retained by us in the manner as detailed hereinbelow:

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
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In other words, if the booking amount is collected in stages and if you fail to pay the subsequent installment, then we shall be compelled to address a notice to you in that regard calling upon you to pay the subsequent stage installment within a period of 15 (fifteen) days from the date therefrom and any failure on your part to adhere to the same will lead to termination/cancellation by us of the said allotment and forfeit the amount as mentioned above and refund the balance amount, *if any*, received by us from you towards the Agreement Value without any interest thereon, subject to deduction of taxes, interest payable on delayed payment (if any) stamp duty, registration charges, brokerage, administration charges etc. as may be applicable. Accordingly, you confirm that retention/adjustment of the sums mentioned in the above table is mutually agreed as liquidated damages and not as penalty. However, in case the allotment is terminated after the execution of the agreement for sale, then the provisions of the agreement shall apply.

Needless to add on termination/cancellation of the said allotment, you shall cease to have any right whatsoever to the premises/unit.

11. The proforma of the agreement for sale to be entered into between us is enclosed herewith for your ready reference. Forwarding the proforma of the agreement for sale does not create a binding obligation on either of us, until compliance of the steps/processes by the both of us as stated in Clause 12.
12. (a) You shall execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within a period of 30 days from the date of issuance of this letter and such other documents/writings, if any that may be necessary to be executed for the purposes of the allotment of the said premises/unit in your favour. The said period of 30 days can be further extended and/or modified as per our mutual understanding; and
- (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 30 days from the date of issuance of this letter or within such period as may be communicated to you, we shall be compelled to address a notice to you, *inter alia*, calling upon you to execute the agreement for sale and appear for registration of the same within 15 (fifteen) days from the date therefrom, which if not complied, then

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I/we shall be entitled to cancel this allotment letter and the terms of cancellation as recorded under this letter shall apply.

13. The terms of this allotment letter shall only be modified by mutual consent by the parties in writing.
14. This allotment letter is conditional and does not confer title in respect of the premises and if any dispute arises then the same shall be referred to MahaRERA.

Signature

Name

(Promoter(s)/ Authorized Signatory)

(Email Id.)

Date:

Place:

I/We have read and understood the terms pertaining to the allotment of the said premises/unit in the said Project as detailed hereinabove and I/we agree, confirm, declare and undertake to abide by the same.

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 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 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 / rainwater harvesting	
19	Electrical meter room, sub-station, receiving station	
20	Others	