

**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 Apartment No. [●] in the project known as “[●]”, having MahaRERA Registration No. [●].

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Sir/Madam,

**1. Allotment of the Apartment:**

This has reference to your request referred in the above subject. In that regard, we Princecare Amaraa LLP (hereinafter referred to as “**the Promoter**”), have the pleasure to inform that you have been allotted a [●] BHK Apartment bearing No. [●] admeasuring RERA Carpet area [●] square meters, equivalent to [●] square feet, situated on the [●] floor of Building [●] (hereinafter referred to as “**the Building**”) in the project known as “[●]”, having MahaRERA Registration No. [●] (hereinafter referred to as “**the Apartment**”), being developed on all that pieces and parcels of leasehold land being Plot No. 210C (formerly being Plot Nos. 210C and 210E) of Dadar Matunga Estate Scheme No. 5 and bearing Cadastral Survey No. 189B/10 (formerly being Cadastral Survey Nos. 189B/10 and 189D/10) of Matunga Division, admeasuring 2090 square yards i.e. 1747.49 square metres or thereabouts (hereinafter referred to as the “**Project Land**”), for a total consideration of Rs. [●] (Rupees [●] only) (hereinafter referred to as “**the Purchase Consideration**”) exclusive of GST, stamp duty and registration charges, upon the terms and conditions hereinafter recorded. The Purchase Consideration shall be paid by the Allottee to the Promoter in installments specified in **Annexure “A”** after deducting therefrom TDS on each such installment as per the applicable provisions of Section 194-IA of the Income Tax Act, 1961. 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 ourselves and yourselves shall comprise of all the terms and conditions, which you the Allottee(s) agree/s to fully adhere to without any delay or demur.



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## 2. Allotment of car parking space(s):

Further, we have the pleasure to inform you that you have been allotted along with the Apartment, [ ] Car parking space(s) in Automated Car Parking Tower to be constructed adjacent to the Building, admeasuring [ ] sq. mtrs., equivalent to [ ] sq. ft. having [ ] ft. length x [ ] ft. breath (hereinafter referred to as “the Car Parking Space(s)”) 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:

We confirm to have received from you an amount of Rs. [ ] (Rupees [ ] only) being 10 % of the total consideration value of the Apartment 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 – “B” attached herewith. It is clarified that the timelines corresponding to stages of the Project specified in Annexure “B” are only indicative and based on projections made by the Owner-Promoter. Therefore, the payment of instalments towards the sale consideration shall be made by the Allottee(s) as per the corresponding stage of construction being completed by the Owner-Promoter which may be before the timelines indicated in Annexure “B” hereto;
- iii) The website address of MahaRERA is <https://maharera.mahaonline.gov.in/>; and
- iv) This Allotment Letter shall always be read and interpreted along with the Booking Application Form and the Booking Application Form is an integral part of this Allotment Letter.

## 5. 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 Promoter to the Project Land and to the Apartment 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 you shall be fully liable for any and all consequences in respect of the defaults in paying the balance consideration and/or for all 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 Promoter shall at its sole option and without prejudice to its rights and remedies available both in law and equity be entitled to cancel and/or rescind this Allotment Letter and the Agreement for Sale without any reference and/or recourse to the Allottee(s), in the manner and on the terms and conditions more particularly enumerated in the Agreement for Sale. It is expressly agreed and clarified by the Promoter to the Allottee(s) herein that the execution of this Allotment Letter does not create any ownership right, title and interest in favour of the Allottee(s) in the Apartment and/or the Car Parking Space(s) .
- f. That you the Allottee(s) are well aware that this project known as “**[●]**” shall also have other saleable residential units, which shall be sold/ allotted/ leased by the Promoter to other purchasers and/or third parties at its own discretion. The allottees of such units shall also be joined as members of the Society/Condominium, which is to be formed subsequent to the completion of the Project.

## 6. **Encumbrances:**

We hereby confirm that the Apartment is free from all encumbrances. We shall be entitled to obtain loan from any credit/financial institution, bank or other person/body, by way of mortgaging or creating a charge or lien on the Apartment. However, in such an event, we shall, before entering into the Agreement for Sale with you, obtain and furnish you with a No- Objection Certificate from the concerned credit/financial institution, bank or other person/body.

OR



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We have obtained loan from [●] by way of mortgaging and creating security over the Apartment. We undertake to obtain and furnish you with a No- Objection Certificate from [●] before entering into the Agreement for Sale with you.

7. **Further payments:**

Further payments towards the balance consideration of the Apartment 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.

8. **Possession:**

The Apartment along with the 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 Apartment 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.

9. **Interest payment:**

In case of delay in making payments of any instalments towards the balance consideration and/or any other amounts, deposits, charges payable under the Agreement for Sale, 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%).

10. **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 Apartment.

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 Apartment.
3.	Within 31 to 60 days from issuance of this Allotment Letter	1.5% of the cost of the Apartment.
4.	After 61 days from issuance of this Allotment Letter.	2% of the cost of the Apartment.



- 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 Apartment, 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.

**11. 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.

**12. Variations or modifications to the Apartment:**

The Promoter shall have to obtain prior consent in writing of the Allottee in respect of variations or modifications which may adversely affect the Apartment of the Allottee except any alteration or addition required by any government authorities or due to change in law..

**13. 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 14.

**14. 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 2 (two) 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 Apartment 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.

**15. 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 Apartment thereafter, shall be covered by the terms and conditions of the Agreement for Sale.

16. It is specifically clarified and understood by the Allottee(s) that the 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.

**17. Headings**

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

For **Princecare Amaraa LLP** .

Date: [●]  
Place: Mumbai

**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.

[●]

Date [●]  
Place: Mumbai



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**Annexure - A**  
**(Purchase Consideration breakup)**

SR No	Milestone Achieved	Percentage of Agreement Value	Amount Payable
1	Before Registration of this Agreement	10%	10% of Agreement Value
2	Immediately after execution and registration of this Agreement	20%	20% of Agreement Value
3	On completion of Plinth of the Flat's building/wing	15%	15% of Agreement Value
4	on completion of slabs including podiums and stilts of the Flat's building/wing	25%	25% of Agreement Value
5	On completion of the walls, internal plaster, floorings, doors and windows of the Flat	5%	5% of Agreement Value
6	On completion of the sanitary fittings, staircases, lift wells, lobbies upto the	5%	5% of Agreement Value
7	On completion of external plumbing and elevation, terraces with waterproofing, of the Flat's building.	5%	5% of Agreement Value
8	On completion of Flat's building' lifts, water pumps, electrical fittings,	10%	10% of Agreement Value
9	At the time of handing over of possession of Flat or on receipt of Occupation Certificate or Completion Certificate	5%	5% of Agreement Value



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**Annexure - B**  
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 **Princecare Amaraa LLP**



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