

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub: Your request for allotment of flat in the project known as \_\_\_\_\_ having MahaRERA registration No. \_\_\_\_\_

Sir / Madam

1. Allotment of the flat:

This has a reference to your request referred to as the above subject. In that regard, we have the pleasure to inform you that you have been allotted a \_\_\_ BHK Flat/Commercial Premises bearing Flat bearing No. \_\_\_\_\_, on \_\_\_\_\_ Floor, admeasuring \_\_\_\_\_ Sq. meters (Carpet) in the Building known as \_\_\_\_\_" in the project \_\_\_\_\_ along with the right to use the attached open terrace admeasuring \_\_\_\_\_ sq. mts. carpet (herein after referred to as the "said premises") being developed on those pieces and parcels of amalgamated land bearing old Survey no. 15/4B, New Survey no. 15/4/2 area admeasuring 11900 sq. meters and Old Survey no. 15/4D, New Survey no.15/4/4 area admeasuring 1000 sq. meters thus totally admeasuring 12900 sq. meters within the limits of the Kalyan Dombivli Municipal Corporation together with the benefits in the floor space index for the portions affected by road, garden and primary school Reservation at and for the total consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) exclusive of Goods and Services Tax, Stamp Duty and Registration Fees.

2. Allotment of the garage / covered parking space:

(i) Further we have the pleasure to inform you that you have being allotted along with the said premises, garage bearing Nos \_\_\_ admeasuring \_\_\_\_\_ sq. ft. having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breath x \_\_\_\_\_ ft. vertical clearance and situated at Basement and/or stilt and /or \_\_\_ podium being constructed in the layout in rear side residential building known as \_\_\_\_\_ for the consideration of Rs. \_\_\_\_\_/-

OR

- (ii) We have the pleasure to inform you that you have been allotted covered parking spaces bearing Nos admeasuring \_\_\_\_\_sq. ft. having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breath x \_\_\_\_\_ ft. vertical clearance and situated at \_\_\_\_\_ Basement and/or stilt and /or podium being constructed in the layout in rear side residential building known as \_\_\_\_\_for the consideration of Rs.\_\_\_\_\_.

OR

You have disclosed and declared that you are not interested and do not intend to have any allotment of parking slot / spaces in the layout / scheme of construction.

3. Receipt of part consideration :

We confirm to have received from you an amount of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ Only) being 10% of the consideration value of the said premises as booking amount / advance payment by cheque No. \_\_\_\_\_ dated \_\_\_\_\_ drawn on \_\_\_\_\_ and balance amount of consideration shall be paid as per the schedule hereunder -

- i) Rs.\_\_\_\_\_ (not exceeding 10% of total consideration) paid as booking amount.
- ii) Amount of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ Only) (not exceeding 30% of the total consideration) to be paid to the Promoter after the execution of Agreement
- iii) Amount of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ Only) (not exceeding 45% of the total consideration) to be paid to the Promoter on completion of the Plinth of the building or wing in which the said Premises is located.
- iv) Amount of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ Only) (not exceeding 70% of the total consideration) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Premises is located.
- v) Amount of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ Only) (not exceeding 75% of the total consideration) to be paid to the Promoter on completion of the walls, internal plaster, floorings doors and windows of the said Premises.

- vi) Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) (not exceeding 80% of the total consideration) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Premises.
- vii) Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) ( not exceeding 85% of the total consideration) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Premises is located..
- viii) Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) (not exceeding 95% of the total consideration) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said Premises is located.
- ix) Balance Amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) against and at the time of handing over of the possession of the said Premises to the Allottee on or after receipt of occupancy certificate or completion certificate.

It is hereby agreed that the time for payment of each of the aforesaid installment of the consideration amount shall be essence of contract. All the above respective payments shall be made within 7 days of the Promoters sending a notice to the Allottee/s, calling upon him/her to make payment of the same or via SMS, Email and this will be sufficient discharge to the Promoters. And we have deposited the said amounts in RERA Designated Collection Bank Account and the Cheque / DD / Pay order to be drawn in favour of \_\_\_\_\_, \_\_\_\_\_ Bank, \_\_\_\_\_ Branch, \_\_\_\_\_ IFSC Code \_\_\_\_\_ situated at \_\_\_\_\_. In addition to the above bank account, the Promoter have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account No. \_\_\_\_\_ and \_\_\_\_\_ respectively.

4. Disclosures of Information :

We have made available to you the following information viz.

- (i) the sanctioned plans, layout plans, along with specification 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 hereto.
- (iii) website of MahaRERA is : <https://maharera.mahaonline.gov.in/#>

5. Encumbrances :

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

6. Further payments :

Further payments towards the consideration of the said premises as well as of the parking space shall be made by you in the manner and at the time as well as on the terms and conditions as more specifically enumerated in the agreement for sale to be entered into between ourselves and yourselves.

7. Possession :

The said premises along with the parking space (if any) shall be handed over to you on or before \_\_\_\_\_ subject to the payment of consideration amount of the said premises as well as the parking spaces and all other dues, charges, deposits, amounts and on the terms and conditions as mentioned in the agreement to be entered into between ourselves and yourselves and on grant of building completion / occupation certificate.

8. Interest :

In case of delay in making any payments, you shall be liable to pay interest at the rate which shall be the State Bank of India highest margining cost of lending rate plus two percent.

9. Cancellation of allotment :

- (i) In case you desire to cancel the book an amount mentioned in the table hereunder written would be deducted and the balance amount due and payable without interest within 45 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	Nil

	issuance of the allotted letter;	
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.	Within 61 days from issuance of the allotment letter	2% of the cost of the said unit

(ii) In the event the amount due and payable as referred in clause 9 (i) 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 two percent.

10. Other payments:

You shall make the payment of Goods and Services tax, stamp duty and registration charges, as applicable and such other payments as more specifically mentioned in the agreement for sale, the pro-forma whereof is enclosed herewith in terms of clause 11 hereunder written,

11. Pro-forma of the agreement for sale and binding effect :

The pro-forma of the agreement for sale to be entered into between ourselves and yourselves is enclosed herewith for your ready reference. Forwarding the pro-forma 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 state 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 \_\_\_ months from the date of issuance of this letter or within such period as may be communicated to you. The said period can be further extended on our mutual understanding.
- ii) in the event the booking amount is collected and if you fail to pay the subsequent state installment, we shall serve upon you a notice calling you to pay the subsequent state installment within 15 days which if not complied, we shall be entitled to cancel this allotment letter. On

cancellation of the allotment letter, we shall be entitled to forfeit the amount paid by you or such amount as mentioned in table enumerated 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 states.

- iii) 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 \_\_\_\_ 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 on the same within 15 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 said unit 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.
- iv) 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 two percent.

13. Validity of allotment letter:

The 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 premises thereafter, shall be covered by the terms and conditions of the said registered agreement.

14. Headings:

Headings are inserted for convenience only and shall not affect the construction of the various clauses of this allotment letter.

Signature

Name for M/s. \_\_\_\_\_

Promoter

(Email id)

Date :

Place : Kalyan

**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.

Signature

Name

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Allottee

Date

Place : Kalyan

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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.	Plinth	
4.	Stilt (if any)	
5.	Podiums (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 / rain water harvesting	
19.	Electrical meter room, sub-station, receiving station.	
20.	Others	-

Promoter(s) / Authorized Signatory