

## ALLOTMENT LETTER

Reference No. [●]

Date: [●]

To,

Mr/Mrs./Ms/Messrs [●],

R/o. [●]

Telephone/mobile number: [●]

Pan card number: [●]

Aadhar card number: [●]

Email ID: [●]

("the Allottee")

Sub: Your request for Allotment of Flat No. [●] in the project known as "iCON By Merx",  
having MahaRERA Registration No. [●].

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Sir/Madam,

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

This has reference to your request referred in the above subject. In that regard, we, Magnum Realtors LLP (hereinafter referred to as "**the Promoter**"), have the pleasure to inform that you have been allotted flat bearing No. [●] admeasuring RERA carpet area [●] square metres equivalent to [●] square feet, situated on [●] floor in the project known as "iCON By Merx" having MahaRERA Registration No. [●] hereinafter referred to as "**the said Flat**", being developed on all that piece and parcel of land bearing C.S. No. 1963, 16/22 admeasuring approximately 5436.50 square meters or thereabouts situate, lying and being at Pais Street Byculla, Mumbai 400011, for a total consideration of Rs. [●] (Rupees [●] only) exclusive of GST, stamp duty and registration charges, upon the terms and conditions hereinafter recorded. The terms and conditions though indicative are inclusive but not exhaustive and the Agreement for Sale ("**the said Agreement for Sale**") to be executed between ourselves and yourself shall comprise of all the terms and conditions which you the Allottee agrees to fully adhere to without any delay or demur.

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

Further, we have the pleasure to inform you that you have been allotted along with the said Flat, covered/stilt/mechanic car parking space(s) at [●] level basement/podium/stilt/mechanical bearing No. [●] admeasuring [●] (having dimensions [●] metres in length and [●] metres in width) situated at the podium level having floor-to-floor height of [●] metres on the terms and conditions as shall be enumerated in the said Agreement for Sale to be entered into between ourselves and yourself.

3. **Receipt of Earnest Money / Non-Refundable Deposit:**

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 we confirm to have received from you an amount of Rs. [●] (Rupees [●] only) being [●] % of the total consideration value of the said Flat as booking amount/advance payment on [●],

through [●]. The balance [●] % of the booking amount/advance payment shall be paid by you as per the price sheet annexed hereto as **Annexure 'A'**.

- B) Irrespective of any disputes, which may arise between us, you shall punctually pay all installments of the sale consideration, amounts, contributions, deposits and shall not withhold any payment for any reason whatsoever
- C) In the event, you fail to make payment of the balance [●] % of the total Sale Consideration as per the milestones stipulated hereinabove then the Promoter shall at its sole option and without prejudice to its rights and remedies available both in law and equity be entitled to (i) cancel and/or rescind this Allotment Letter without any reference and/or recourse to the Allottee; and (ii) forfeit the amount received from the Allottee at the time of execution of this Allotment Letter in the manner set out in paragraph No. 12 (iii) hereunder. It is expressly agreed and clarified by the Promoter to the Allottee herein that the execution of this Allotment Letter does not create any ownership right, title and interest in favour of the Allottee in the said Flat.

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 have also been uploaded on the 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; and
- iii) The website address of MahaRERA is <https://maharera.mahaonline.gov.in/>.

5. **Encumbrances:**

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

6. **Further payments:**

Further payments towards the consideration of the said Flat as well of the covered/ stilt/ mechanic car parking space(s) shall be made by you the Allottee, in the manner and at the times as well as on the terms and conditions as more specifically enumerated/ stated in the said Agreement for Sale to be entered into ourselves and yourself.

7. **Possession:**

The said Flat along with the covered car parking space(s) shall be handed over to you on or before [●], subject to payment of the consideration amount of the said Flat as well as of the covered/stilt/mechanic 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 said 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 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:**

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 subject to the said Flat being allotted to a new allottee and receipt of the booking/advance amount by the Promoter in respect thereof simultaneously with execution of the necessary writings, if any, required by the Promoter in respect of such cancellation.

Sr. No.	If the letter requesting to cancel the booking is received	Amount to be deducted
1.	Within 15(fifteen) days from issuance of this Allotment Letter;	Nil
2.	Within 16 (sixteen) to 30 (thirty) days from issuance of this Allotment Letter	5% of the cost of the said Flat.
3.	Within 31 (thirty-one) to 60 (sixty) days from issuance of this Allotment Letter	7.5% of the cost of the said Flat.
4.	After 61 (sixty-one) days from issuance of this Allotment Letter.	20% of the cost of the said Flat.

10. **Other payments:**

You shall make payment of GST, stamp duty and registration charges, as applicable and such other payments as more specifically mentioned in the said Agreement for Sale, the proforma whereof is enclosed herewith in terms of Paragraph No. 11 hereunder written.

11. **Proforma of the said Agreement for Sale and binding effect:**

The proforma of the said Agreement for Sale to be entered into between ourselves and yourselves is enclosed herewith for your ready reference. Forwarding the proforma of the said 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 Paragraph No. 12.

12. **Execution and registration of the said Agreement for Sale:**

- i. You shall execute the said Agreement for Sale and appear for registration of the same before the concerned Sub-Registrar of Assurances within the period of 2(two) months from the date of issuance of this Allotment Letter or within such period as may be communicated to you. The aforesaid period of 2(two) months

for registration of the said Agreement for Sale can be further extended on our mutual understanding.

- ii. In the event that you, the Allottee/s delays or commits default in making payment on due dates of any amounts due and payable by the Allottee/s to the Promoter under this Allotment Letter, the Promoter shall at his own option, be entitled to terminate this Allotment Letter. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s by Registered Post AD at the address provided by the Allottee/s and e-mail at the email address provided by the Allottee/s of its intention to terminate this Allotment Letter. If the Allottee/s fails to rectify the breach or breaches mentioned by the Promoter within the 15 (fifteen) days, the Promoter shall be entitled to terminate this Agreement. Provided further that, upon termination of this Allotment Letter as aforesaid, the Promoter shall be entitled to forfeit an amount as specified in Paragraph No. 9.
- iii. If you fail to execute the said Agreement for Sale and appear for registration of the same before the concerned Sub-Registrar of Assurances within the stipulated period of 2(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 said 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 20% (twenty percent) of the cost of the said Flat and the balance amount if any, due and payable shall be refunded without interest within 45(forty five) days from the date of expiry of the notice period.

13. **Validity of this Allotment Letter:**

- i. This Allotment Letter shall not be construed to limit your rights and interest upon execution and registration of the said 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 Agreement for Sale.
- ii. It is specifically clarified and understood by you, the Allottee that the Promoter are 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.

14. **Headings**

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

For **Magnum Realtors LLP**

Date: [●]  
Place: [●]

**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.

\_\_\_\_\_  
[name of the Allottee/s]

Date: [●]  
Place: [●].

Housiey.com

**Annexure 'A'**  
Price sheet

Housiey.com

**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 **Magnum Realtors LLP**

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