

## ALLOTMENT LETTER

Date: \_\_\_\_\_, 20\_\_

To,

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

**Sub:** Your request for allotment of flat/shop as more particularly described in the Schedule hereunder written ("**the said Premises**") in the project undertaken by us known as "Delta Elite" ("**the Project**") on all that piece and parcel of land bearing Plot No. 1, Sector 4 admeasuring 3,210.00 square meters, Pushpak Node (Dapoli), Taluka Panvel, District Raigad, Maharashtra State ("**the said Plot**") having MahaRERA Registration No. \_\_\_\_\_.

Dear Sir/Madam,

1. You have expressed your desire to acquire from us the said Premises in the Project proposed to be constructed by us on the said Plot.
2. We propose to construct one (1) residential building comprising Basement + Ground floor + 12 upper floors on the said Plot. The CIDCO has approved the plans and granted Sanction of Building Permission and Commencement Certificate dated 16<sup>th</sup> February, 2022 bearing Ref. No. CIDCO/BP-17923 / TPO (NM) / 2021 / 9113 for construction of Basement + Ground floor + 7 upper floors on the terms and conditions stated therein and further upper floors from 8 to 12 upper floors shall be constructed by us by availing of premium FSI by payment to CIDCO by modifying and amending the plans.
3. Pursuant to your request, we have provided to you all information, explanations and clarifications and you have taken inspection of the title documents in respect of the said Plot and also the existing approvals, permissions, sanctions, licenses etc. presently obtained by us for the development of the Project including the sanctioned and proposed plans presently obtained/to be obtained and satisfied yourself inter alia about our right to develop the said Plot, the details and specifications of the Project and you have independently carried out all necessary due diligences and have satisfied yourselves completely in all regards and you have undertaken not to raise any queries, objections, contentions etc.
4. We have registered the Project with the Maharashtra Real Estate Regulatory Authority ("**MahaRERA**") under the provisions of the Real Estate (Regulations and Development) Act, 2016 (RERA) and rules thereunder vide registration No. \_\_\_\_\_. You have inspected the MahaRERA Website wherein details of the Project have been uploaded by us and you have also inspected the draft Agreement for Sale ("**Proposed Agreement**") to be executed between us and understood the terms and conditions mentioned therein.
5. As aforesaid, the completion of the Project shall be subject to receipt of pending approvals and permissions from various authorities and the tentative stage wise schedule of completion of the Project including the provisions for civic infrastructure like water, sanitation and electricity is as stated in **Annexure "A"** hereto. It is however clarified that the provision of civic infrastructure depends on the respective supplier of services / planning authorities / Municipal Corporation and we are not the manufacturer of or the generator or the supplier of civil infrastructure and there is always a scope for delay in provision of civic infrastructure by the concerned authorities.
6. We hereby confirm that the said Flat is free from all encumbrances and we hereby further confirm that no encumbrances shall be created on the said Flat during the subsistence of this letter of allotment.
7. In consideration of acquiring the said Flat, you shall pay to us a total lumpsum purchase price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and which

includes the proportionate price of the common areas and facilities appurtenant to the said Flat ("**the Purchase Price**") subject to deduction of tax at source under the provisions of Income Tax Act, 1961. The said Purchase Price for acquisition of the said Flat shall be payable by you in installments in the manner set out in **ANNEXURE "B"** and time for payment of each such installment shall be of the essence of this letter. The Purchase Price shall be revised in the event of any increase in the development charges or any other charges payable by us to the CIDCO / concerned government authorities.

8. We confirm receipt of a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) as advance booking deposit paid on or before the issuance of this letter and the same shall be adjusted towards the Purchase Price at the time of execution of the Proposed Agreement.
9. It is clarified that the Purchase Price of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) payable by you to us towards the said Flat is excluding all taxes, duties, cesses including Goods and Service Tax etc. and also any development charges/betterment charges/new levies/surcharges that may be imposed/levied (now or at any time hereafter) by the Government and/or any other authority ("Statutory Charges") and the same shall be separately charged extra, as applicable, and shall be payable by you over and above the Purchase Price on or before execution of the Proposed Agreement or within 7 days of the demand raised by us, as the case may be. An interest and/or penalty shall be levied on delayed payment of Statutory Charges.
10. It has been agreed that all the Statutory Charges i.e. taxes, duties, cesses including payment of Goods and Service Tax on any amount payable on this transaction, as also any development charges/betterment charges/new levies/ surcharges that may be imposed/levied by the Government and/or any other authority, now or in the future, shall be borne and paid by you alone and we shall not be liable, responsible to bear and pay the same or any part thereof.
11. It is clarified and agreed by and between ourselves that, timely payments of the aforesaid installments of the Purchase Price and all other amounts as set out in this Allotment Letter is of essence and any delay by you in making the aforesaid payment/s (including any delay by the Bank/Financial Institution in disbursing the installment/s for any reasons whatsoever), shall forthwith render this Allotment Letter terminable at our sole and exclusive option and discretion without any further act and/or reference and/or recourse to you. In the event of our so terminating this Allotment Letter on account of delay in payment by you, we shall be entitled to impose cancellation and administrative charges @ 2% of Purchase Price and thereupon we shall also be free and entitled in our own right to deal with the said Flat, in any manner as we deem fit in our sole and absolute discretion. The balance amount if any due and payable shall be refunded without interest within 45 days from the date of termination of this Allotment Letter by us. In the event balance amount due and payable as referred to in this clause is not refunded within 45 days from the date of termination of this allotment letter by us, 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. It is clarified that we shall not be liable to pay any interest as mentioned above if the delivery of a cheque / demand draft gets delayed by the postal department / courier agencies and/or if you fail to encash the cheque / demand draft delivered to your above mentioned address and/or you have changed your above referred address without intimation to us. The postal receipt/courier receipt for delivery of a cheque /demand draft for refund of balance amount shall be sufficient and conclusive proof of a refund of the balance amount by us to you.
12. You have further confirmed to us that intimation forwarded from us to you along with Architect Certificate at your aforesaid correspondence address that a particular stage of construction is commenced or completed in the Project, shall be sufficient proof that such stage of construction is commenced or completed in the Project. However, it is also agreed by you that the non- acceptance of receipt of any such notice/intimation from us

requiring such payment, shall not be taken as a plea or an excuse for non-payment of any amount/s on their respective due dates.

13. Subject to your timely payment of the Purchase Price and subject to force majeure events as set out in the Proposed Agreement the possession of the said Flat shall be handed over to you on or before \_\_\_\_\_ and at the times and as well as per the terms and conditions as more specifically enumerated / stated in the Proposed Agreement to be entered between ourselves and yourselves.

14. Cancellation of allotment:

(i) In case you desire to cancel the booking an amount mentioned in the table hereunder shall be deducted and the balance amount due and payable shall be refunded to you without any interest within 45 (forty five) days from the date of receipt of your letter requesting to cancel the said booking.

<b>Sr. No.</b>	<b>If the letter requesting to cancel the booking is received</b>	<b>Amount to be deducted</b>
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 Flat
3.	Within 31 to 60 days from issuance of the allotment letter	1.5% of the cost of the said Flat
4.	After 61 days from issuance of the allotment letter	2% of the cost of the said Flat

(ii) In the event the amount due and payable as referred in this clause 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 State Bank of India highest Marginal Cost of Lending Rate plus two percent.

(iii) It is clarified that we shall not be liable to pay any interest as mentioned above if the delivery of a cheque / demand draft gets delayed by the postal department / courier agencies and/or if you fail to encash the cheque / demand draft delivered to your above mentioned address and/or you have changed your above referred address without intimation to us. The postal receipt/courier receipt for delivery of a cheque /demand draft for refund of balance amount shall be sufficient and conclusive proof of refund of the balance amount by us to you.

15. You have agreed that you shall not be entitled to transfer the benefits of this Allotment Letter or otherwise sell, transfer or assign the said Flat to any third party without our prior written consent.

16. You shall before taking possession of the said Flat or within a maximum period of 7 (seven) days from the date of offer of delivery of possession of the said Flat (whether or not you have taken possession of the said Flat), pay all other amounts, charges and deposits as set out in the Proposed Agreement.

17. It is hereby clarified that, notwithstanding what is stated in this letter or under any provisions of the law, nothing under this letter creates or deemed to create or confer in your favour any kind of right, claim and interest in the said Flat until Agreement for Sale as per Section 13(1) of RERA is executed and registered by and between us and we are in receipt of all installments of purchase price, deposits, contributions, liquidated damages, charges, taxes, duties and levies and all other amounts (including but not limited any interest and penalty accrued thereupon) in terms of this Allotment Letter and the Proposed Agreement to be executed by and between ourselves and yourselves.

18. In view of what is stated in para 17 hereinabove, you agree not to claim any right, title or interest in the said Flat until the entire Purchase Price, Statutory Charges and other payments payable by you are paid in full. This is not an agreement for sale or transfer of the said Flat in your favor and is merely a confirmation of our intent to allot the said Flat to you, provided you comply with all the terms and conditions contained in this Allotment Letter.
19. You have agreed that, upon making payment of 10% of the Purchase Price of the said Flat you shall enter into Agreement for Sale as per the provisions of Section 13(1) of RERA by making payment of stamp duty, registration charges and other incidental charges without seeking any extension in respect thereof. You have agreed to visit our office for executing the Agreement for Sale within a period of 15 (fifteen) days from our calling upon you to do so and you agree to pay the stamp duty and registration charges payable thereon and attend the office of the sub-registrar of assurances for admitting execution of such Proposed Agreement and other incidental documents. If you fail to execute the Proposed Agreement and appear for registration of the same before the concerned Sub-Registrar within the period / extended period intimated by us to you, we shall be entitled to serve upon you a notice calling upon you to execute the Proposed Agreement and appear for registration of the same within such notice period, 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 Purchase Price of the said 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. In the event balance amount due and payable as referred to in this 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. It is clarified that we shall not be liable to pay any interest as mentioned above if the delivery of a cheque / demand draft gets delayed by the postal department / courier agencies and/or if you fail to encash the cheque / demand draft delivered to your above mentioned address and/or you have changed your above referred address without intimation to us. The postal receipt/courier receipt for delivery of a cheque /demand draft for refund of balance amount shall be sufficient and conclusive proof of refund of the balance amount by us to you.
20. All disputes, claims and questions whatsoever which may arise, touching or relating to or arising out of this Allotment Letter or the construction or application hereof or any clauses or thing herein contained or in respect of the entitlements, rights, duties, responsibilities and obligations of any of the parties hereunder or as to any act of commission or omission of any party or as to any other matter in anyway relating to this letter shall be resolved in accordance with the provisions of the RERA and rules made thereunder.
21. This Allotment Letter shall not be construed to limit your rights and interest upon execution and registration of the Proposed Agreement between ourselves and yourselves and cancellation of the allotment of the said Flat thereafter shall be covered by the terms and conditions of the Proposed Agreement.
22. Headings are inserted for convenience only and shall not affect the construction of various clauses of this Allotment Letter.
23. Please confirm your acceptance of the aforesaid terms and conditions by signing and returning to us a duplicate copy of this Allotment letter.

#### **SCHEDULE**

*(Description of the said Premises)*

ALL THAT Flat / Shop No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters RERA carpet area on the \_\_\_\_\_ floor (with incidental benefit to enjoy exclusively \_\_\_\_\_ square meters balcony area) alongwith exclusive right to use \_\_\_\_\_ covered parking in the \_\_\_\_\_ of the proposed building known as "**Delta Elite**" being constructed on the said Plot.

Thanking you,

Yours faithfully,

**FOR M/S. SHREE GANESH ENTERPRISES**

Mr. \_\_\_\_\_  
Authorised Signatory

I/We, \_\_\_\_\_ hereby confirm of having read and understood the contents of this Allotment Letter and agree and accept the terms and conditions of this allotment letter and confirm that I/we shall abide by the same.

**Place:** Navi Mumbai

**Date:** \_\_\_\_\_

(Mr. \_\_\_\_\_)

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**ANNEXURE "A"**

**STAGE WISE SCHEDULE OF COMPLETION OF THE PROJECT**

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