

## **ALLOTMENT LETTER**

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

**To,**

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

**Sub:** Your request for allotment of flat in project known as “**ORIS**” in complex to be known as “**Zero Mile City**”, having MahaRERA Registration No \_\_\_\_\_.

Dear Sir/Madam,

### **1. Allotment of the said unit:**

As desired by you and pursuant to your request (vide Application form dated \_\_\_\_\_), we hereby allot you flat premises// commercial premises bearing No. \_\_\_\_\_ admeasuring RERA Carpet area \_\_\_\_\_sq. mtrs. equivalent to \_\_\_\_\_ sq.ft. situated on \_\_\_\_\_ floor in **Wing “G”** (above building “A”) of project to be known as “**ORIS**”, in complex to be known as “**Zero Mile City**”, having MahaRERA Registration No. \_\_\_\_\_ dated \_\_\_\_\_( hereinafter referred to as “**the said flat**” )”, being developed on land bearing Survey No. 91/1/1/A, 91/1/2B, 91/1/3C, 91/2A, 91/2B, 91/2C, 91/2D, 99/1/A, 99/1/B, 99/2/A, 99/2/B, 100/30/B, 100/30/C, 102/1, 102/2A, 102/2B, 102/2C, 102/3/A, 102/3/B, 103/1, 103/2, 103/3/A/1, 103/3/A/2, 103/3/A/3, 103/3B, 103/4A, 103/4B, 103/5/B/1, 103/5/B/2, 104/7/A, 104/7/B, 104/7/C, 104/8/A, 104/8/B, 104/8/C, 104/11/A, 104/11/B, 104/11/C, 109/29/A, 109/29/B/1, 109/29/B/2, 109/29/C, 109/29/D, 109/30/1/A, 109/30/1/B, 109/30/4/A, 109/30/4/B, 109/33 and 109/34 situate, lying and being at village Bhayenderpada, Taluka & District Thane, hereinafter referred to as the (“**said Property**”), for a total consideration of Rs. \_\_\_\_\_ in figures (Rupees. \_\_\_\_\_ only) exclusive of GST, stamp duty and registration charges, maintenance charges, Fitness Centre Charges, service taxes, GST (if applicable), legal fees, expenses for the formation of the Association (as defined hereinafter), other charges and taxes payable under the law. The consideration payable herein shall be paid in the manner more particularly recorded in **Annexure “A”** hereto.

**2. Allotment of garage/ covered parking space(s):**

Further I/ we have the pleasure to inform you that you have been allotted along with the said unit, garage/ covered car parking space at \_\_\_\_\_level basement/ podium / stilt / mechanical car parking unit bearing No. \_\_\_\_\_admeasuring \_\_\_\_\_sq. ft. having \_\_\_\_\_ft. length x \_\_\_\_\_ ft. breath x \_\_\_\_\_ ft. vertical clearance at and for consideration of Rs. \_\_\_\_\_/- and on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

**3. TOTAL CONSIDERATION :**

The total aggregate consideration amount for the said unit including garage/ covered parking space is thus Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only).

**4. BANK DETAILS FOR PAYMENT:**

All payments towards flat/ shop cost against this allotment shall be made by way of a crossed demand draft/Cheque/RTGS/NEFT drawn in favour “\_\_\_\_\_ 100%”, A/C NO: \_\_\_\_\_, IFSC: \_\_\_\_\_ and all payments towards taxes shall be made by way of a crossed demand draft/Cheque/RTGS/NEFT drawn in favour of “\_\_\_\_\_” A/C NO.:- \_\_\_\_\_, IFSC CODE :- \_\_\_\_\_. In addition to the above bank account, I/ we have opened in the same bank, RERA Designated Separate Bank Account No. \_\_\_\_\_ and RERA Designated Transaction Bank Account having Account No. and \_\_\_\_\_ respectively.

**5. RECEIPT OF PART CONSIDERATION:**

I/ we confirm to have received from you an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), (this amount shall not be more than 10% of the cost of the said unit) being \_\_\_\_\_ % out of the total aggregate consideration value (i.e. Flat consideration +

Parking consideration) of the said flat/shop as booking amount / advance payment. The above payment received by me/us have been deposited in the above referred RERA Designated Collection Bank Account. Further you shall be liable to make the balance consideration as may be mentioned in Schedule "A" which shall be annexed to the Agreement for Sale.

#### **6. DISCLOSURES OF INFORMATION:**

- i) You acknowledge that prior hereto you have inspected the building plans and are aware that the present sanctioned layout plans of the proposed development, shall be carried out by Promoters in phases, is tentative and comprises of construction of one or more buildings for (residential/commercial) uses. Promoters may amend or vary the development scheme or layout, for optimal use or such other purposes as the Promoters deem fit and/or as may be required by the Thane Municipal Corporation ("TMC") or any other concerned authority and the same are displayed at the project site and has also been uploaded on MahaRERA website given below and you hereby give irrevocable consent for the same.
- 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 herewith.
- iii) The website address of MahaRERA is – <https://maharera.mahaonline.gov.in/#>
- iv) all the materials and fittings which are exhibited in the Show Unit/Sample Unit/Mock up Unit may vary as to its make, colour, shade, shape and appearance from the ones provided in the actual Apartment/Shop agreed to be constructed.
- v) the interiors, furniture, kitchenette and fixtures in the Show flat/ Sample Flat/Mock up are provided only to give a vision of a furnished unit as per the advice of the interior designer. The layout of the Show Flat/Sample Unit/Mock up Unit may have been changed at some places as per the advice of the interior designer.
- vi) the dimensions and the area of the said Flat/Shop, which is agreed to be constructed,

shall vary from this Show flat /Sample flat /Mock up based on the floor, block and location of the Unit.

7. Please note that this allotment is further subject to you paying the requisite stamp duty, registration charges and registering the Agreement for Sale (as required under the provisions of The Real Estate (Regulation and Development) Act, 2016 ("RERA") within 2 (two) months from the date hereof, failing which, we at our sole discretion reserve our right to cancel this Allotment Letter and forfeit the amounts paid as advance money as per RERA guidelines. Further, if you on your own wish desire to cancel the allotment, you shall within a period of seven days from the date of this letter intimate us about the same in writing and upon such cancellation we shall refund you the amount till then paid by you deducting therefrom the applicable charges as per RERA guidelines.

#### **8. ENCUMBRANCES:**

a. I/ We hereby confirm that the said flat/shop are free from all encumbrances, and I/we hereby further confirm that no encumbrances shall be created on the said unit.

b. The Promoters have availed of or will avail financial assistance from banks/financial institutions against the land on which the Building is being constructed and/or proposed to be constructed. The Promoters hereby undertake that such liability shall be cleared by them at their own expense prior to the transfer of title of the land to the Association. The Promoters may enter into any arrangement or agreement with any persons/s for the land/proposed development without creating a charge in respect of the said Flat/Shop reserved for the Allottee.

#### **9. FURTHER PAYMENTS:**

a. Further payments towards the consideration of the said flat/shop as well as of the garage(s)/ covered car parking space(s) shall be made by you, in the manner and at the times as well as on the terms and conditions as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

b. You have further confirmed to us that an intimation forwarded by us to you that a

particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed. It is further agreed that you shall make payments due to us, immediately, and in any case within 15 days of receipt of the demand notice and if payment is not made pursuant thereto, then we shall give you a further notice/s within which you shall be required to pay the amount demanded, with interest as specified in the RERA Rules and Regulation on the outstanding payment and if you fail to do so then this allotment shall automatically stand cancelled.

10. You shall not be entitled to create any third party interest in the said Flat/Shop until you have intimated Promoters in writing and Promoters have given their prior consent in writing in this regard. This provision is applicable even in the case of loans taken from banks or financial institutions for the purposes of purchasing the Flat/Shop.

11. You shall not have any claim or right on, any part of the said Property and to any part or parts of the said Building other than the said Flat/Shop allotted to you. All open spaces, lobbies, staircases, terraces shall remain our property till whole property is assigned and transferred to the Society and/ or Apex Body as the case may be.

12. We shall have absolute & exclusive right & authority to utilize & consume present F.S.I. and the F.S.I. and/or T.D.R., which will be made available on said property under Unified Development Control and Promotion Regulations for Maharashtra state or any other statute applicable to said property and you shall not have or claim any rights and/or benefits of whatsoever nature in respect thereof.

### **13. POSSESSION:**

The said flat/shop along with the garage(s)/ covered car parking spaces(s) shall be handed over to you on or before **31/12/2032** subject to the payment of the consideration amount of the said flat/shop as well as of the garage(s) / covered 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.

**14. 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 two percent.

**15. CANCELLATION OF ALLOTMENT:**

i. In case you desire to cancel the booking an amount mentioned in the Table hereunder written\* would be deducted and the balance amount due and payable shall be refunded to you 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 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.   |

ii. In the event the amount due and payable referred in clause No.12(i) 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 the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

## **16. 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, the proforma whereof is enclosed herewith in terms of Clause 14 hereunder written.

## **17. 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 2 months from the date of issuance of this letter or within such period as may be communicated to you.

ii) 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 2 months from the date of issuance of this letter or within such period as may be communicated to you, I/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, I/we shall be entitled to cancel this allotment letter and further I / 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.

iii) In the event the balance amount due and payable referred in Clause 14 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.

**18. VALIDITY OF ALLOTMENT LETTER:**

a. 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 said unit thereafter, shall be covered by the terms and conditions of the said registered document.

b. This writing is merely a letter of intent and is not and does not purport to be an Agreement for Sale of the said flat/shop. You shall not have any right, title, interest, claim and/or demand of any nature whatsoever either against us or in respect of the said Flat/Shop, unless and until all the payments including the sale consideration have been made and all the obligations in accordance with this Letter as well as the Agreement for Sale that shall be executed in respect of the said flat/shop, have been performed and only thereupon the transaction as contemplated herein shall stand concluded. Your rights and obligations shall become effective only upon execution of the Agreement for Sale, though the obligations to pay the consideration amount as per Annexure "A" shall be liable to be discharged, irrespective of whether the Agreement for Sale has been executed or not.

c. This letter is merely confirmation of the above arrangement and the detailed terms and conditions of sale as discussed and agreed upon between us and you will be set out in an Agreement for Sale.

19. Please note, unless amenities, layout, facilities are contained or incorporated in agreement for sale, we will not be bound to provide the same in the project and further reserve, at our sole discretion to make such variations, additions, alterations, deletions, and/or modifications in plan and landscaping or as may be directed by the Competent Authority.

20. The Allottee shall utilize the Apartment only for the purpose for which it is allotted.

21. The Allottee shall submit copies of a ADHAR CARD, PAN CARD, Residence Proof and/or Certificate of Incorporation/MOA/AOA as mentioned in the application.



22. This Allotment shall be subject to Thane Jurisdiction Only.

**23. HEADINGS:**

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

Yours Faithfully,

For **M/S. VIHANG ENTERPRISES**

**(PARTNER)**

**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-----

(Allottee/ s)

Date: .....

Place: .....

### Annexure-A

Stage wise time schedule of completion of the project (G Wing)

| Sr. No. | Stages   | Date of Completion |
|---------|--|--------------------|
| 1       | Excavation   | 15/10/2026         |
| 2       | Basements (if any)   | 25/03/2027         |
| 3       | Podiums (if any)   | 31/05/2027         |
| 4       | Plinth   | 20/09/2027         |
| 5       | Stilt (if any)   | 15/12/2027         |
| 6       | Slabs of super structure   | 31/12/2030         |
| 7       | Internal walls, internal plaster, completion of floorings, doors and windows   | 15/03/2031         |
| 8       | Sanitary electrical and water supply fittings within the said units  | 28/02/2032         |
| 9       | Staircase, lifts wells and lobbies at each floor level overhead and underground water tanks  | 15/09/2031         |
| 10      | External plumbing and external plaster, elevation, completion of terraces with waterproofing   | 25/05/2031         |
| 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 | 31/12/2031         |
| 12      | Internal roads & footpaths, lighting   | 20/03/2032         |
| 13      | Water supply   | 15/03/2032         |
| 14      | Sewerage (chamber, lines, septic tank, STP)  | 20/03/2032         |
| 15      | Storm water drains   | 25/03/2032         |
| 16      | Treatment and disposal of sewage and sullage water   | 30/04/2032         |
| 17      | Solid waste management & disposal  | 15/05/2032         |
| 18      | Water conservation/ rain water harvesting  | 25/03/2032         |
| 19      | Electrical meter room, sub-station, receiving station  | 25/04/2032         |
| 20      | <b>Others (Cleaning and Handover)</b>  | <b>31/12/2032</b>  |