

## ALLOTMENT LETTER

**Date:**

**To:**

Mr./Mrs./Ms. [●]

R/o [●]

(Address)

Telephone / Mobile No. [●]

Pan Card No. [●]

Aadhar Card No. [●]

Email ID [●]

Dear Sir/Madam,

**Sub:** Your request received vide Application Form dated [●] (“Application Form”) for Allotment of flat / premises / unit in the Project known as **Birla Taranya - Phase 1** (“said Project”) bearing [●] Registration No. [●].

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

This has reference to your request referred at the above subject. In that regard, I/we have the pleasure to inform that you have been allotted a [●] BHK flat / premises / unit bearing no. [●] admeasuring RERA Carpet Area [●] square meters equivalent to [●] square feet, situated on [●] Floor in the Building/Tower/Wing/Phase [●] in the Project known as Birla Taranya - Phase 1 having [●] Registration No. [●] (“said Unit”) being developed on land bearing CTS Nos. 1798/1, 1800/1, 1835/1, 1835/3, 1836/1, 1842/1, 1843, 1844, 1857, 1858/1, 1859, 1860, 1861, 1862, 1863, 1864, 1871, 1872/1, 1873, 1874, 1878, 1897, 1799/1, 1837/1, 1838/1, 1839/1, 1840/1, 1841/1, 1845, 1876 and 1877/1 situated at Ground Floor, Hindalco Industries, Thane Belapur Road, Thane- 400605 (“Project Land”) for a total consideration of Rs. [●]/- (Rupees [●] only) (“the Total Consideration”) exclusive of GST, stamp duty, registration charges and other charges / amounts as set out in the Agreement for Sale to be entered between ourselves and yourselves.

### **2. Allotment of Covered Parking Space(s):**

Further, we have the pleasure to inform you that you have been allotted along with the said Unit, covered car parking space at [●] level basement/ podium/stilt/mechanical car parking unit bearing No. [●] admeasuring [●] square meters equivalent to [●] square meters having [●] ft. length x [●] ft. breath x [●] ft. vertical clearance (“Covered Car Parking Space”) 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 **[●]%** ([●] percent) of the Total Consideration value of the said Unit as booking amount/

advance payment on [●] through [●]. The above payment received by us have been deposited in RERA Designated Collection Bank Account, [●] Bank, [●] Branch having IFS Code [●] situated at [●]. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account/s and RERA Designated Transaction Bank Account/s having Account Nos. [●] and [●] respectively.

#### **4. Disclosure 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;
- 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; and
- iii) The website address of MahaRERA is [●].

#### **5. Encumbrances:**

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

OR

We have created the following encumbrance(s)/ encumbrances attached with caveats as enumerated hereunder on the said Unit.

- a)
- b)
- c)

#### **6. Further Payments:**

Further payments towards the Total Consideration of the said Unit as well as of the said Covered Car Parking Space and other charges/amounts 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.

#### **7. Possession:**

The said Unit along with the Covered Car Parking Space shall be offered to you on or before [●] subject to the payment of the consideration amount of the said Unit as well as of the Covered Car Parking Space and other charges / amounts in the manner and at the time 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.

#### **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) or as per applicable laws.

#### **9. 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 (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% (one percent) of the Total Consideration of the said Unit
3	within 31 to 60 days from issuance of the allotment letter;	1.5% (one point five percent) of the Total Consideration of the said Unit;
4	after 61 days from issuance of the allotment letter	2% (two percent) of the Total Consideration of the said Unit.

- ii. In the event the amount due and payable referred in Clause 9 (i) above is not refunded within 45 (forty five) 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 2% (two percent) per annum or in terms of applicable laws.

#### **10. 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 11 hereunder written.

#### **11. Proforma of the Agreement for Sale and Binding Effect:**

The proforma of the Agreement for Sale to be entered into between ourselves and yourselves is enclosed herewith 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 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 of Assurances within a period of 2 (two) months from the date of issuance of this letter or within such period as may be communicated to you. The said period of 2 (two) months can be further extended on our mutual understanding.
- 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 a stipulated period of 2 (two) months from the date of issuance of this Allotment 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% (two percent) of the Total Consideration of the said Unit 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.

- iii) In the event the balance amount due and payable referred in Clause 12(ii) above is not refunded within 45 (forty five) 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 2% (two percent) or as per applicable laws.

### **13. Validity of 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 said Unit thereafter, shall be covered by the terms and conditions of the said registered document.

### **14. Headings:**

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

Signature: [●]

Name: [●] (Authorised Signatory)

Email ID: [●]

**Date:**

**Place:**

### **Confirmation and 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 and application form.

Signature: [●]

Name: [●]

**Date:** [●]

**Place:** [●]

## **ANNEXURE A**

### **(Stage wise time schedule of completion of the project)**

<b>Sr. No.</b>	<b>Stages</b>	<b>Date of Completion</b>
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 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	

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