

Ref No. [●]

Date: [●]

To,

[Name & address of the Allottee]

PAN:

Aadhar:

Email id:

Subject: Your request for allotment of Office Premises being Flat no. [●] on the [●] floor of Building no. [●] of the Real Estate Project known as Runwal Gardens - Phase 6A –Bldg no. 53-54 having MahaRERA Registration No. [●], being constructed on portion of land admeasuring [●] sq.mtrs., comprised in Survey nos. [●] lying, being and situate at Village Gharivali, Taluka Kalayan, District Thane.

Sir/Madam,

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

This has reference to your request referred at the above subject. In that regard, we have the pleasure to inform that you have been allotted Office Premises bearing no. [●] admeasuring RERA Carpet area [●] sq. meters equivalent to [●] sq. feet situated on [●] floor in Building no. [●] in the real estate project known as Runwal Gardens - Phase 6A –Bldg no. 53-54 having MahaRERA Registration No. [●], hereinafter referred to as “**the said Flat**”, being developed on a portion of land bearing survey Nos. [●] lying and being at Village Gharivali, Taluka Kalayan, District Thane for a total consideration of Rs. [●]/- (Rupees [●] only) exclusive of GST, stamp duty and registration charges.

2. **Allotment of car parking space**

We have pleasure to inform you that you have allotted free of any consideration, cost, charge [●] car parking space. The location and the car parking space number shall be identified at the time of handing over possession of the said Premises to you.

3. **Receipt of part consideration:**

A. You have requested us to consider payment of 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 payment shall be paid by you in the following manner.

- a) Rs. [●]/- (Rupees [●] only) on or before [●];
- b) Rs. [●]/- (Rupees [●] only) on or before [●];
- c) Rs. [●]/- (Rupees [●] only) on or before [●].

B. If you fail to make the balance [●] % of the booking amount/advance payment within the time period stipulated above, or any of the payments as agreed by you in the clause A hereinabove, a notice calling upon you to pay the required due amount or installment within 15 (fifteen) days thereof shall be sent, which if not complied, shall entitle us to cancel this allotment letter. On cancellation of the allotment letter, we shall be entitled to forfeit amount of 2% of the cost of the Flat and the balance amount due and payable shall be refunded to you without interest within 45 (forty-five) days from such cancellation. On cancellation of the allotment letter, you shall have no right title and interest in the said Flat whatsoever.

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 have also been uploaded on MahaRERA website.
- (ii) The payment schedule for the balance consideration is as stated in Annexure – A attached herewith; and
- (iii) The website address of MahaRERA is <https://maharera.mahaonline.gov.in/#>

5. **Encumbrances:**

We have created the following encumbrance(s) attached with caveats as enumerated hereunder on the said Flat :

- a) [●]

b) [●]

6. **Further payments:**

Further payments towards the consideration of the said Flat 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 Flat shall be handed over to you on or before [●], along with an extension of 12 (twelve) months ("Possession Date"). Provided however, that the Promoter shall be entitled to reasonable extension of time from the Possession Date for giving delivery of the said Flat ("grace period"), if the completion of the Project is delayed on account of force majors, however subject to payment of the consideration amount of the said Flat 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.

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 two percent.

9. **Cancellation of allotment:**

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.

| 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 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 |

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 agreement for sale, 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 11.

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 2 months from the date of issuance of this letter or within such period as may be communicated to you. The said period of 2 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 within the stipulated period of 2 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 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% 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.
- (iii) In the event the balance amount due and payable referred in Clause 11 (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 two percent.

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 Flat hereafter 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 clause of this allotment letter.

15. Further covenants by the allottees

- a) The Allottee shall not be allowed to transfer or assign this Letter to any person/party without the previous written consent of the Promoter.
- b) The Allottee shall at all times comply with the signage policy of the Promoter as may be formulated by the Promoter for the Runwal Gardens project from time to time.

For **Runwal Residency Pvt. Ltd.**

Authorised signatory

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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.

[Name of the Allottee/s]
(Allottee(s))

Date: [●]
Place: [●]

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ANNEXURE A
[payment schedule]

| particulars | Milestone % | Flat Cost |
|--|-------------|-----------|
| Booking Token | 1% | |
| Within 7 Days Post Booking | 4% | |
| Within 15 Days Post Booking | 5% | |
| On Completion of Excavation | 20% | |
| On Completion of Plinth | 15% | |
| On Initiation of 3rd Floor | 4% | |
| On Initiation of 6th Floor | 4% | |
| On Initiation of 9th Floor | 4% | |
| On Initiation Of 12th Floor | 4% | |
| On Initiation Of 15th Floor | 4% | |
| On Initiation Of 18th Floor | 3% | |
| On Initiation Of 21st Floor | 3% | |
| On Initiation Of 24th Floor | 3% | |
| On Initiation of 27th floor | 3% | |
| On Initiation of top floor | 3% | |
| On completion of blockwork of the unit | 5.0% | |
| Completion of internal plaster, flooring and tiling of the unit | 5.0% | |
| completion of the external plumbing, electrical fittings, lift, doors and windows upto the floor level of the flat | 5.0% | |
| on possession/receipt of oc/ completion certificate. | 5.0% | |
| Total | 100% | |

For Runwal Residency Pvt Ltd.,

Authorized Signatory