

ALLOTMENT LETTER

_____2017

Shri/Smt./Ms. _____

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Re: Intimation of Allotment of **Flat/Shop No.** _____, **on** _____ **Floor**,
in **Building A**, admeasuring on or about _____ sq. mtrs. (carpet)
as per RERA, forming part of an housing complex which is presently
known as **“AMISHA EMPIRE”**, to be constructed on a portion of
land bearing **Old Survey No. 11, New Survey No. 65**, of Revenue
Village – Mire, Taluka & District – Thane.
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Madam/Dear sir,

1. We are holding the development rights in respect of the abovesaid property, which includes the abovesaid building.
2. You have personally seen and inspected the portion on which the abovesaid building is to be constructed and also the location of the ongoing construction of the abovesaid building.
3. We are in the process of carrying out the development work of the abovesaid building and the same shall be in Ground/Stilt + 12 nos. upper floors, upon availing all the F.S.I. potential of the abovesaid portion of land including use of permissible T.D.R. and also set-back of the portion of land gone under D. P. Road.
4. The necessary permission and sanctions including the Commencement Certificate upto _____ nos. floors have been already obtained in respect of the abovesaid building and you were offered inspection of the same and thereafter you had expressed your complete satisfaction over seeing and verifying the same and further approved the same.
5. The balance permission or sanctions, including revised Commencement Certificate shall be obtained and the same be obtained before obtaining of Occupation Certificate.

6. As sought by you, you were given the inspection of the documents pertaining to the title on the property upon which the abovesaid building is to be constructed and also whatever permissions and sanctions already obtained pertaining to the abovesaid building and also the plans, designs and specifications prepared by the Architect and the Structural Engineer and all other relevant documents as specified under the Real Estate (Regulation & Development) Act, 2016 and the rules made thereunder.
7. As per the interest shown by you, in seeking allotment of the abovesaid premises, we are agreeable to allot the abovesaid premises, subject to the brief terms and conditions as appearing hereunder.
8. It is clearly admitted, confirmed and acknowledged and further agreed by you that we shall be entitled to modify or vary the plan already sanctioned in respect of the abovesaid building and/or the amenities to be provided as may be required by the concerned authority and you have agreed to accord your consent as per the provisions of MahaRERA.
9. It is also agreeable by us that you shall be granted permission/right to park vehicles in the car parking area either mechanical or otherwise, subject to availability, in case provided in the abovesaid building and the identification of such car parking, in case allotted, shall be intimated to you at the time of handing over of the possession of the abovesaid premises.
10. The price which you shall pay to us, a sum of Rs. _____/- (Rupees _____ Only) [i.e. Rs. _____/- X _____ sq. mtrs.] and the same shall be paid by you as set-out in the Schedule of payment, marked as Annexure A hereto. Besides, you shall also pay, the father amounts and charges that are more particularly set-out in Annexure – B hereto. The abovesaid amount includes Rs. _____/- (Rupees _____ Only) paid by you, by way of earnest money paid to us on or before execution of these presents and the receipt whereof is annexed hereto.

11. It is also agreed and acknowledged by you that the time in respect of the payment of the installments of the consideration as set-out in Annexure – A hereto, is as **“ESSENCE OF THE CONTRACT”**. It is further agreed by you that irrespective of any disputes which may arise between us, you shall make payments as and when demanded by us and also as and when becoming due, within 15 days from the date of notice, failing in which, you shall be liable to pay the amount so demanded along with interest thereon on the outstanding amount as per Rule No. 18 of MahaRERA for the delayed period.
12. It is clearly understood and acknowledged by you that the abovesaid payment is subject to the Tax Deduction At Source at per the prevailing rates and the procedure as contemplated in the Income Tax Act 1961.
13. The actual carpet area in respect of the abovesaid premises shall be intimated to you upon the obtaining of Occupation Certificate, in case should there be any increase in the carpet area of the abovesaid premises, subject to a cap of 3% and in such event you shall pay such additional amounts as per the rate as provided in para No. 10 hereinabove. Likewise, should there be an decrease in the carper area within the defined limit and in such event, we shall refund you such excess amount along with the accrued interest as provided in MahaRERA rules with 45 (Forty Five) days.
14. Without prejudice to our right to charge interest upon you committing default in payment on the respective due dates of payment due and payable by you to us (including your proportionate share of taxes levied by concerned local authority and other outgoings) and upon your committing 3 (three) defaults of payment of installment(s), we shall at our own discretion, may cancel this allotment. Provided that we shall give notice of fifteen days in writing to you, by Registered Post AD or by e-mail at address provided by you, of our intention to terminate this allotment and of the specific breach or breaches of

terms and conditions in respect of which it is intended by us to terminate the Allotment. If you fail to rectify the breach or breaches mentioned by us within the period of notice, then, at the expiry of such period of notice, we shall be entitled to cancel the allotment in respect of the abovesaid premises. Provided further that upon termination of this allotment as aforesaid, we shall refund to you amount paid by you without any interest (subject to adjustment and recovery of earnest money deposit, brokerage paid and taxes or any other amounts paid as liquidated damages) within a period of 30 (thirty days) of the termination of this allotment. Upon termination we shall be free to allot the said premises to any person(s) of our choice and you shall have no objection thereto. Upon the cancellation of the allotment as stated hereinabove, you shall have no claim of any nature whatsoever against us or against the abovesaid premises, save and except to claim the balance amount, if any, found to be payable.

15. You shall execute and register Agreement For Sale within 30 days from the date of payment of 10% of the total consideration amount and shall pay applicable stamp duty, registration charges and other applicable statutory taxes and levies thereon including out of pocket expenses. In case, you fail to execute and register Agreement For Sale as aforesaid, and in such event, we shall be entitled to cancel this allotment.
16. It is further confirmed and admitted by you that an intimation forwarded to you, to the effect that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed.
17. The detailed terms of the allotment of the abovesaid premises shall be incorporated in the Agreement For Sale to be executed. Such Agreement For Sale shall include and contain the entire understanding as regards the allotment of the abovesaid premises to you and the same shall be in accordance with and also as per the provisions of Real Estate (Regulation and Development) Act, 2016 and rules made thereunder. The terms of this allotment shall be deemed to be incorporated in such Agreement For Sale to be executed or in case any

conflict between the terms of this Allotment Letter and also the Agreement For Sale to be executed. However, in case of any conflict between terms of this Allotment Letter and the Agreement For Sale to be executed shall prevail.

18. It is clearly understood and acknowledged by you that this intimation is issued to you to record the brief terms of the understanding between us and also to reserve the allotment of the abovesaid premises to you, as per the terms and conditions, as contained hereunder. Subject to however, it is hereby clarified that this letter of allotment does not create or vest any title or interest in the abovesaid premises or any common areas in your favour. It is also declared and confirmed by you that you shall be making the payment of the consideration out of your legal and legitimate resources.
19. It is In addition to the abovesaid amount and also other amounts as mentioned hereunder, you shall also bear and pay the following amounts as and when demanded by us without raising any objection/query order:-
 - a. All taxes, levies, cesses, duties (whether applicable/payable now or become applicable/payable in future) including but not limited to Value Added Tax (VAT), Service tax, Goods and Service Tax (GST) or any other direct/indirect taxes/levies that may be imposed as applicable;
 - b. All cost, charges, expenses, including but not limited to stamp duty, registration charges and or incidental charges in connection with the documents to be executed for the allotment of abovesaid premises, including on the booking form, this letter and the said Agreement.
20. You shall not be entitled to assign the benefit of this letter or purport to assign the abovesaid premises until full purchase consideration is paid by you, and only after obtaining our prior written consent.

21. All the terms and conditions mentioned herein shall be binding on you and you confirm that this allotment is the basis of commercial understanding between us. This Allotment shall be subject to Thane/Bhayandar Jurisdiction Only.

Please sign on the footnote hereunder, in token of your confirmation and acceptance of the above.

Yours faithfully,

For M/s. AMISHA ASSOCIATES

(THE PARTNER)

I/Wedo hereby agree and confirm the above.

(The Allottee/s)

PAYMENTSCHEDULE FOR FLATS ANNEXURE "A"

Details	AMOUNT
On Booking	/-
On Registration Of Agreement For Sale	/-
On Completion Of Plinth	_____-/-
On Completion Of Terrace Slab	
On Completion Of Walls Of The Said Flat	/-
On Completion Of Internal Plaster Of The Said Flat	_____-/-
On Completion Of Flooring, Doors And Windows Of The Said Flat	_____-/-
On Completion Of Staircases, Liftwells, Lobbies Up To The Floor Level Of The Said Flat	_____-/-
On Completion Of Sanitary Fittings Of The Said Flat	_____-/-
On Completion Of Terraces With Water Proofing Of The Building	_____-/-
On Completion Of External Plumbing And External Plaster And Elevation Of The Building	_____-/-
On Completion Of Electrical Fittings To The Floor Level Of The Said Flat	_____-/-
On Completion Of Lifts And Water Pumps	_____-/-
On Possession	/-
TOTALRUPEES _____ ONLY	_____-/-

ANNEXURE "B"

• **OTHER CHARGES PAYABLE PRIOR TO HANDOVER OF POSSESSION OF THE FLAT IN ACCORDANCE WITH THE AGREEMENT.**

SR. NO.	DETAILS	Amount
1.	Legal and miscellaneous charges	____/-
2.	Society Formation	____/-
3.	Share money, application and entrance fee of the society formed by the allottees of the premises (at actuals)	____/-
4.	Proportionate advance deposit for the maintenance, management and upkeep of the building as may be fixed as also taxes and other outgoings @ Rs. /- per sq. mtr. per month on carpet area for ____ months.	____/-
5.	Charges payable for electricity, water and other service connections to building	____/-
6.	Corpus @ Rs. ____/- per sq. mtr. on carpet area	
Total Rupees _____ Only		____/-

Please Note:

1. It is expressly understood that the consideration mentioned herein does not include any taxes.
2. Any other incidental or consequential charges, if any, shall be charged extra.