

ALLOTMENT LETTER

To,
Mr. _____
Mrs. _____

Date:- _____, 20__

Email :- _____
Mob :- _____
PAN No.:- _____
:- _____

Sub:-1) Allotment of Apartment bearing No. _____, on _____ floor, admeasuring approximately _____ sq. ft. in carpet area (equivalent to _____ sq. mtrs. in carpet area), of **Building No. "B1", Wing A** known as "**SANINO**", and **Wing B** known as "**SILVINO**", in the Project "**SENROOFS**" on sub plot A on the land bearing C.T.S No. 795A, Village Nahur, Mumbai - 400081.
2) _____ Car Parking space at stilt/First/Second Level of Podium.

Dear Sir/Madam,

1. With reference to the personal meeting held with our representative, in respect of your request (hereinafter referred to as "The Allottee") to allot the above said Apartment admeasuring approximately _____ sq. ft. in carpet area (equivalent to _____ sq. mtrs. in carpet area), bearing Apartment No. _____, on _____ floor, of **Building No. "B1", Wing A** known as "**SANINO**", and **Wing B** known as "**SILVINO**", in the Project "**SENROOFS**" on sub plot A on the land bearing C.T.S No. 795A, Village Nahur, Taluka Kurla, within the registration district and sub district of Mumbai City and Mumbai suburban, Mumbai - 400081 by us, being a Partnership firm duly

constituted under the Provisions of Indian Partnership Act, 1932, having its registered office at 322, Commerce House, 140 N. M. Road, Shree K. M. Vardhan Chowk, Fort, Mumbai - 400001 (hereinafter referred to as "the Promoter").

2. By the Development Agreement dated 14.12.1993 executed between "Janardhan Atmaram Patil and Others", (therein referred to as "the Owners" as Vendors) with confirmation of M/s Crescent Builders (therein referred to as "the Confirming Party") and M/S. PIONEER HOUSING (therein referred to as "the Developers"), read with declaration dated 11.12.2002, the said owners granted the Development rights in respect of all those pieces or parcels of land situate, lying and being bearing CTS Nos. 795A, 795A/1 to 795A/15, at village Nahur Taluka Kurla (hereinafter referred to as the "Larger Property") for the consideration and on the terms and conditions setout therein.
3. By a Supplementary Agreement dated 29.4.2002, executed between M/s. Crescent Builders and M/S. PIONEER HOUSING, it has been mutually agreed that the above mentioned entire Property of the owners' Property shall be developed by M/S. PIONEER HOUSING on the terms and condition setout therein.
4. The copy of the plans and specifications of the Apartment as agreed by us and agreed to be purchased by you has been seen and verified by your utmost satisfaction.
5. You have requested us to allot the above referred Apartment. This is to confirm that your request has been considered favorably for allotment of the above referred Apartment for lumpsum total consideration of

Rs. _____/- (Rupees _____
 _____ Only) (hereinafter referred
 to as “the purchase consideration”) to be paid in the following manner.

Sr. No.	Stage	Amount in Rs.	% of Total Consideration
i)	Earnest Money		
ii)	On or before execution of the Agreement for Sale		
		Not exceeding 10% of total Consideration.	
iii)	On completion of the Plinth of the building or wing in which the said Apartment is located	--	
		Not exceeding 45% of total consideration.	
iv)	On casting of the Second Slab of the proposed building.	--	
v)	On casting of the Fourth Slab of the proposed building.	--	
vi)	On casting of the Sixth Slab of the proposed building.	--	
vii)	On casting of the Eight Slab of the proposed building.	--	
viii)	On casting of the Tenth Slab of the proposed building.	--	
ix)	On casting of the Twelve Slab of the proposed building.	--	
x)	On casting of the Fourteen Slab of the proposed building.	--	
xi)	On casting of the Sixteen Slab of the proposed building.	--	
xii)	On casting of the Eighteen Slab of the proposed building.	--	

xiii)	On casting of the Twentieth Slab of the proposed building.	--	
xiv)	On casting of the Twenty Second Slab of the proposed building.	--	
xv)	On casting of the Twenty Fourth Slab of the proposed building.	--	
xvi)	On casting of the Twenty Sixth Slab of the proposed building.	--	
xvii)	On casting of the Twenty Eighth Slab of the proposed building.		
		Not exceeding 70% of total consideration.	
xviii)	On completion of the walls, internal plaster, floorings doors and windows of the said Apartment.		
		Not exceeding 75% of total consideration.	
xix)	On completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment		
		Not exceeding 80% of total consideration.	
xx)	On completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Apartment is located		
		Not exceeding 85% of total consideration.	
xxi)	On completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain etc.		
		Not exceeding 95% of total consideration.	

xxii)	At the time of handing over of the possession of the Apartment to the Allottee on or after receipt of occupancy certificate		
Total		100%	

6. The above purchase consideration is excluding consideration towards your request for allotment of _____ car parking for Rs. _____/ (Rupees _____ Only) at Stilt/ First/Second level of Podium. The said amount shall be paid by you on or before execution of the Agreement for sale. Thus, the total consideration of the Apartment and the car parking is Rs. _____/- (Rupees _____ Only) and Rs. _____/- (Rupees _____ only) respectively aggregating to Rs. _____/- .
7. The aforesaid consideration is excluding Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST) and Cess and/or any other similar taxes which may be levied, in connection with the construction of and carrying out the transaction, up to the date of handing over the possession of the said apartment, including all increase and/or addition/s thereon or any other taxes as may be applicable from time to time in respect of this Allotment mentioned herein) to be borne and paid by you alone, separately.
8. You are aware that TDS is applicable on transfer of the immovable property, wherein the consideration of the property exceeds or is equal to Rs.50,00,000/- (Rupees Fifty Lakhs only) and therefore as per the section 194 IA of the Income Tax Act, 1961 for all such transactions with effect

from June 1, 2013, TDS @ 1% or as may be applicable from time to time shall be deducted and paid by the purchaser of the Property at the time of making payment of sale consideration and submit copy of challan/s to M/S. PIONEER HOUSING, within the period of one month from the end of the quarter of the Tax Deduction at Source.

9. Carpet area of the above said apartment is admeasuring approximately _____ sq. mtrs. as defined under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred as "~~the said Act~~") means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony of the said Apartment for, exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for, exclusive use of the Allottee, but includes the area covered by the internal partition walls of the said Apartment.
10. You have been clearly explained and having understood that time set out hereinabove for payment is the **essence of the contract**. You have agreed to make the payment within the stipulated time as mentioned hereinabove, failing which the Promoter shall be entitled to terminate this allotment and forfeit the earnest money paid in terms of this letter after giving 15 days prior written notice and on refund of the balance amount received till then, in such an event, it shall be presumed that the Promoter has deemed to have discharged their obligation to refund the balance amount to you, irrespective of the fact whether such cheque issued in your favour has been put up for encashment or not. In such an event, the Promoter shall be at liberty to deal with the above said Apartment in such manner as the Promoter may deem fit, without any reference or recourse to you.

11. You shall make the aforesaid payment by Payees Account cheque in the name of the Promoter and the time stipulated herein shall always be considered as an essence and in the event of default/delayed payment, you shall be liable and/or responsible to bear and pay interest on such defaulted amount for the delayed period at the rate of State Bank of India highest Marginal Cost of Lending Rate (MCLR)+ 2 per cent p.a. compounded every quarter. **“Interest”** shall mean simple interest at State Bank of India's (SBI) **highest Marginal Cost of Lending Rate (MCLR) + 2 percent per annum.** The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said Quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.
12. Within period of ____ days from the date hereof and on payment of 10 % of the total consideration of the said Apartment and on receipt of written intimation, you shall come forward and agree and undertake to sign, execute and register the Agreement for Sale of the above said Apartment, containing the detailed terms and conditions for the sale of the above said Apartment, as per the format being uploaded on RERA website, draft of which has been perused by you and contents of the same has been approved by you and hence in future you shall not raise any objection to the letter and contents of the Agreement.
13. On execution of the above said Agreement for Sale, the allotment letter shall stand ipso facto merged into the Agreement for sale and thereafter will not be read in isolation.

14. Despite receipt of written intimation calling upon you to execute and register the Agreement for Sale for the above said Apartment, if you are not coming forward to execute and to register the Agreement for Sale for above said apartment, within a stipulated period of ____ days from the date of the said written intimation, then allotment letter will be automatically cancelled / terminated / withdrawn and after deducting Rs. ____/- (Rupees _____ Only) as agreed lumpsum damages, all the amount paid by you (excluding the amount paid by you as earnest money, amount towards taxes, stamp duty, brokerage charges etc.) shall be refunded, by cheque without any interest thereon, irrespective of the fact, whether such cheque issued in your favour has been put up for encashment or not and thereafter the promotor is entitled to sell/allot the abovesaid apartment to any third person, without any reference to you and you shall not raise any objection and have waived your right to make any claim in respect thereof.
15. Possession of the said apartment shall be handed over on or before _____. On or before delivery of the possession of the said Apartment, you have agreed to pay/deposit to/with the Promoter, various amounts referred in draft Agreement for sale, which are in addition to aforesaid lumpsum consideration and you will not raise any objection for the same.
16. You shall be entitled to raise a loan to make balance payment, but the same shall be after execution of Agreement for Sale and not prior thereto. The Promoter shall be entitled to raise finance for carrying out and completing the work of the above said building. However, the Apartment being allotted in terms of this letter shall not be affected.

17. Any communication, including notices for intimation for execution of Agreement, Registration of Agreement, demand notices and any other communication pertaining to the Said Apartment, will be forwarded to your E-mail ID as given by you. i.e. _____ and your above-mentioned address. You undertake to intimate the Promoter immediately in the event of any change in your E-mail ID and/or address.
18. You have taken inspection of all the documents of title and having after fully satisfied through your legal Advisor, relating to the said land and the plans, designs and specifications prepared by the Architect and such other documents as specified under the said Act and the Rules and Regulations made thereunder and has/have verified all the above referred documents and having fully satisfied with our entitlement as being the Promoter to develop the above said Building, have/has agreed to acquire the aforesaid apartment and hence you shall not be entitled to raise any requisitions and/or objections as regards the entitlement of the Promoter to construct the above building and/or any requisitions or objections pertaining to the title.
19. You have agreed to pay stamp duty & registration charges (and other miscellaneous charges viz; photocopy, scanning etc. to be incurred on registration of documents) on The Agreement for Sale of the above said Apartment.
20. You shall fill up necessary form/application to become a member of the Proposed Society to be formed of the above said building.
21. You shall fulfill and comply the observations, rules and regulations that may be from time to time framed by the Society, which may be formed and registered.

22. You shall have a right only in respect of the Apartment abovementioned and all other built up area or otherwise including open space and/or any rights in the form of FSI including additional FSI etc. shall always belongs to the Promoter who shall be entitled to consume such FSI or other benefits, which may be available in accordance with the Rules and Regulations and the Policy framed by Government of Maharashtra, Municipal Corporation of Greater Mumbai etc. and you shall not have any claim nor you shall raise any objection.
23. You have perused the draft Agreement for Sale to be executed and hereby agree and undertake not to raise any objection in any manner, otherwise, the Promoter shall be entitled to terminate this arrangement of allotment and refund the amount after forfeiting the amount paid by you as mutually decided under this Allotment without any interest and in such an event, you shall have no claim of whatsoever nature against us or in respect of the said Apartment, pending execution of the Agreement for Sale and hence this letter of Allotment has been addressed to you.
24. You have confirmed that this Letter of Allotment supersedes previous writing/s and document/s, if any, exchanged/executed between us in respect of this transaction and that only this Letter of Allotment constitutes the entire understanding/arrangement arrived at between the parties hereto for sale of the above said Apartment.
25. You shall be further liable and responsible to bear and pay and/or reimburse all future statutory taxes, dues, levies and duties by whatsoever name called and/or of whatsoever nature including, but not limited to GST, Cess etc. levied/charges by the State and/or Central Government or any other

Competent Authority and you hereby have agreed to indemnify and shall always keep us indemnified against above said.

26. You shall not have any right or authority to assign or transfer the right under this letter, to any other person, without our specific consent in writing.
27. You are requested to go through this allotment minutely and in the event, if you are agreeable, please confirm the same. The contents of this letter shall be binding upon your heirs, legal representatives, executors and administrators.
28. You shall bear and pay the stamp duty & Registration Charges in respect of the above said Apartment under the provisions of Maharashtra Stamp Act and Registration Act.
29. As a token of your acceptance and Agreement to the above said terms and conditions. Kindly sign this letter of Allotment.

**Yours truly,
For PIONEER HOUSING**

(PARTNER)

We hereby agree and confirm the arrangement recorded in this letter of Allotment of Apartment No. _____ - **"SANINO / SILVINO"**.

(Allottee)

RECEIPT

Received of and from the within named Allottee Mr./Mrs./M/s. _____
_____ a sum of Rs. _____/-

(Rupees _____ Only)

as and by way of earnest money/installment towards allotment of Apartment bearing No. _____, on _____ floor, admeasuring approximately _____ sq. ft. in carpet area (equivalent to _____ sq. mtrs. in carpet area), of **Building No. "B1", Wing A** known as "**SANINO**", and **Wing B** known as "**SILVINO**", in the Project "**SENROOFS**", which is under construction on sub plot A of land bearing C.T.S No. 795A, Village Nahur, Taluka Kurla, within the registration district and sub district of Mumbai City and Mumbai suburban District Mumbai - 400081.

- Subject to Realisation of cheque.

Cheque No	Date	Drawn on	Amount (Rs.)
		Total	

Yours truly,

For PIONEER HOUSING

(PARTNER)