Date:

To,

Mr./Mrs./Ms. _____ (‘**You**’)

R/o _____
(Address)
Mobile Number:
Pan Card No:
Aadhar Card No:
Email id:

Sub: Your request for allotment of residential flat in the Project known as ‘Miraya Divine’ (the ‘**Project**’) having MahaRERA Registration No. _____.

1. **Allotment of Unit**

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 a residential flat bearing no. _____ admeasuring RERA Carpet area _____ square feet i.e. _____square meters situated on _____ floor (“**said Unit**”) in the Project known as ‘Miraya Divine’ being developed on pieces and parcel of land bearing (i) Survey No./Hissa No. 146/1, (ii) Survey No./Hissa No. 149/3, (iii) Survey No./Hissa No.154/3, (iv) Survey No./Hissa No.412/1 and (v) Survey No./Hissa No. 414/1/C/2 admeasuring in aggregate 24273.74 square meters out of that area admeasuring 713.54 Sq.mtrs is considered for the said project situate, lying and being at Village Majiwade, Taluka & District Thane, within the limits of Thane Municipal Corporation and within the Registration District of Thane for a total consideration of Rs. _____/- (Rupees_____ Only) (the "**Consideration**”) exclusive of GST, stamp duty, registration charges and other taxes, charges/deposits as are enumerated in the Agreement for Sale to be entered into 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, a surface/tandem/mechanical stack car parking space/s at _____ Podium Level/ in Basement 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 consideration**:

We confirm to have received from you an amount of Rs. _____ (Rupees _____ Only) being 10% of the Consideration of the said Unit as booking amount/ advance payment on _____, through Cheque/NEFT/RTGS.

OR

You have agreed to pay 10% of the Consideration of the said Unit under this Allotment as booking amount/advance payment. Out of the said 10% of the Consideration of the said Unit, we have received an amount of Rs. _____/- (Rupees _____ Only) being ____% of the Consideration of the said Unit on _____, through Cheque/NEFT/RTGS. The payment of balance ____% of the Consideration of the said Unit shall be paid by you on or before _____. If you fail to make the said balance _____% of the Consideration or before _____, 202__, further action as stated in Clause 9 hereinbelow shall be taken by us as against you.

4. **Disclosures of information**:

We have made available to you the following information namely:

(a) 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 website;

(b) 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

(c) All documents and information pertaining to the Project are uploaded on the website of MahaRERA and the website address is https://maharera.mahaonline.gov.in/#

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.

6. **Further payments**:

Further payments towards the Consideration of the said Unit 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 parking spaces/s shall be handed over to you on or before 15/12/2029 subject to the payment of the Consideration and other charges payable 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**:

(a) In case you desire to cancel the booking and/or in the event you refuse/s to execute and register the Agreement for Sale and/or if the booking amount/advance payment (including the amount of taxes levied by competent authority) to be paid under this Allotment Letter is collected in instalments and you commit default in payment on due date of any amount due and payable by you to us (including the amount of taxes levied by competent authority), an amount mentioned in the Table hereunder written would be deducted and retained by us 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 Consideration
3.	Within 31 to 60 days from issuance of the allotment letter	1.5% of the Consideration
4.	Within 61 days from issuance of the allotment letter	2% of the Consideration

You expressly agree that any payment paid by you towards GST and/or other taxes in respect of the said Unit shall be not refunded by us.

(b) In the event the amount due and payable referred in Clause 9(a) 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.

10. **Other payments**:

You shall make the payment of GST, stamp duty and registration charges, as applicable and such other payments/charges/deposits as more specifically mentioned in the Agreement for Sale to be entered into between ourselves and yourselves, the proforma whereof is enclosed herewith as Annexure – 'B'.

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 as Annexure – 'B' 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 below.

12. **Execution and registration of Agreement for Sale**:

(a) 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 two (2) months from the date of issuance of this Allotment Letter or within such period as may be communicated to you upon which, this Allotment Letter shall stand superseded by the Agreement for Sale. The said period of 2 months can be further extended on our mutual understanding in writing.

(b) If you fail to execute the Agreement for Sale and appear for registration of the same before the concerned Sub-Registrar of Assurances within the stipulated period two (2) 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 (by email or hand delivery or other modes) 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 Consideration 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.

(c) In the event the balance amount referred in Clause 12(b) above is not refunded within 45 days from the date of expiry of the notice period, you shall be entitled to claim 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 Unit, hereafter, shall be covered by the terms and conditions of the said registered document i.e. Agreement for Sale.

14. **No Grant or Assignment:**

Nothing in this Allotment Letter will be deemed as grant or assignment of any right, title and interest in the said Unit or portion thereof. This allotment merely entitles you to enter into an "Agreement for Sale" in accordance with the terms recorded hereunder.

15. **Headings**:

Headings are inserted for convenience only and shall not affect the construction of the various clauses of this Allotment Letter.

Place:

Date:

For Mextech Property Developers LLP

Authorised Partner

Confirmation & Acknowledgement

I/We have read and understood the contents of this Allotment letter and the Annexures. I /We hereby agree and accept the terms and conditions as stipulated in this allotment letter.

Signature _____

Name _____
(Purchaser)

Place:

Date:

ANNEXURE – 'A'

Stage wise time schedule of completion of Project

Sr. No.	Stages	Date of Completion
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	