(Proforma Letter Of Allotment)

Date: _____

To:
Mr. _____
Mrs. _____
_____
_____
_____
EMAIL
PAN

Dear Sir/ Madam,

Sub.:- Allotment of Flat No. _____ on _____ floor in "_____" Wing in the project known as 'Satellite Elegance" being constructed on a portion of the land bearing Survey No. 261 (part) (corresponding to City Survey No. 620-A/1A/4A/2/1/8) admeasuring 4,621.40 sq. meters, within Village Malad East, Taluka Borivali, Mumbai Suburban District, situated at Pankaj Shah Marg, Off Film City Road, Goregaon East, Mumbai – 400 063 ("**the Project**").
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With reference to your application together with application fee/ earnest money of Rs. _____/- (Rupees _____ only), We, the Promoter are pleased to provisionally allot to you Flat No. _____ on _____ floor in _____ Wing (hereinafter referred to as "**the said Flat**") of the building to be known as 'Satellite Elegance" ("**the said Building**") being constructed by us on a portion of the said Property (as defined hereinafter) as per the details, at and for the Sale Consideration and on the terms and conditions hereinafter mentioned:-

1. Title and Disclosures:-

(a) The said Flat forms part of the Project registered with the Maharashtra Real Estate Regulatory Authority ("**MahaRERA**"), under the provisions of the Real Estate (Regulation and Development) Act, 2016 ("**RERA**") read with the

provisions of the Maharashtra Real Estate (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 ("**RERA Rules**").

(b) MahaRERA has issued the Certificate of Registration No. _____ dated _____ for the said Building ("**RERA Certificate**").

(c) Our title to the property (more particularly described in the **First Schedule** hereunder and hereinafter referred to as '**the said Property**') is described in the Certificate of Title dated 1st July, 2019 issued by Mr. Amit Kanani, Advocate, inspected by you and available for inspection in our office and on the website of MahaRERA.

(d) The Slum Rehabilitation Authority ("**SRA**") has issued Letter of Intent ("**LOI**") bearing no. SRA/ENG/2907/PS/PL/LOI dated 23rd May, 2018, Intimation of Approval ('**the said IOA**') bearing No. SRA/ENG/PS/PVT/0077/20170131/AP dated 18th March, 2019 and amended IOA bearing Ref. No. PS/PVT/0077/20170131/AP/S-2 dated 24th June, 2019 ('**the said Amended IOA**') for construction of a residential tower on a portion of the said Property. SRA has also issued commencement certificate bearing No. SRA/ENG/PS/PVT/0077/20170131/AP in respect of the said Sale Building No.2 on 8th July, 2019 ('**the said CC**'). We shall in due course further amend the said Plans and revalidate commencement certificate for further construction.

(e) Sale Building, to be known as '**Satellite Elegance**' being constructed on a portion of the said Property, inter alia, comprises of two wings 'Wing A & B' ("**the said Building**"), registered as a 'Real Estate Project' in MahaRERA ("**the Project**") as aforesaid.

(f) We have mortgaged the said Property in favour of L & T Finance Limited and L & T Housing Finance Limited ("**the Mortgagees**") as a security for availing finance, inter alia, for construction of building/s on the said Property.

(g) Specimen Agreement for Sale containing important disclosures and detailed terms and conditions of sale of flat/s in the Project is uploaded on the website

of MahaRERA and you have perused the same and have decided to apply for allotment of the said Flat only after understanding and accepting all the terms and conditions contained in the said specimen Agreement for Sale. You have availed legal assistance in understanding and accepting the disclosures and the terms and conditions.

(h) The said Flat is more particularly described in the **Second Schedule** hereunder written. Floor plan of the said Flat is annexed hereto as **Annexure – 1**.

2. Sale Consideration and Other Charges:

(a) Sale Consideration and other Charges payable in respect of the said Flat shall be as set out in **Annexures 2 & 3** hereto. Amount paid by you as earnest money is set out in **Annexure 4** hereto.

(b) In addition to the Sale Consideration, you have also agreed to pay GST at applicable rates, stamp duty and registration charges.

3. Terms and Conditions of Provisional Allotment:-

(a) The Agreement for Sale as per our printed format needs to be executed between us and will be registered with the Sub-Registrar of Assurances. The printed format of the Agreement for Sale of the said Flat, containing the detailed terms and conditions for the sale of the said Flat has been uploaded on MahaRERA website and has been shown to you and has been approved by you and agreed upon between us, which will be executed immediately by you on payment of 10% (ten per cent) of the total consideration of the said Flat.

(b) In the event of you not coming forward to execute and register Agreement for Sale within a stipulated period of 15 days, then we are entitled to cancel the aforesaid provisional allotment and offer the said Flat to any other person. In the event of cancellation of the said provisional allotment, Rs. _____ shall stand forfeited and we shall refund the balance amount, if any, without any interest, in full and final settlement within sixty days. You shall not have any other right or claim including any offer or gift.

(c) Stamp duty and registration charges on Agreement for Sale of the said Flat shall be borne by you alone.

(d) Until the Agreement for Sale as above is executed and registered with the Office of the Sub-Registrar of Assurances and you have complied with all your obligations thereunder, you will not have any right, title, interest or lien of any nature, whatsoever in the said Flat.

(e) Time for payment shall be of essence.

4. Our PAN is AACCN 1525 G. Your PAN is as specified heretobefore.

5. Address of the Allottee:
Your address and email id is as specified heretobefore. You shall notify in writing if there is any change in the address or email id. All notices and communications forwarded any of the mode (by post or email or by hand delivery) shall be valid and legally binding.

THE FIRST SCHEDULE ABOVE REFERRED TO:

[Description of the **said Property**]

All that piece and parcel of land bearing Survey No. 261 (part) (corresponding to City Survey No. 620-A/1A/4A/2/1/8) admeasuring 4,621.40 sq. meters, (including area of nalah flowing from a part of the said Property) within Village Malad East, Taluka Borivali, Mumbai Suburban District, situated at Pankaj Shah Marg, Off Film City Road, Goregaon East, Mumbai – 400 063.

THE SECOND SCHEDULE ABOVE REFERRED TO:

[Description of the **said Flat**]

ALL THAT residential flat being Flat No. _____ admeasuring _____ sq. mtrs. carpet area as shown by red outline on the Floor Plan annexed hereto and marked as Annexure - 6 in _____ Wing on _____ floor of the said Building to be known as 'SATELLITE ELEGANCE' being constructed on the Project Land more particularly described in the Second Schedule together with use of __ (_____) car parking space/s within the premises of the said Building.

Kindly sign and return a copy of this Letter in acceptance.

Thanking you,

Yours faithfully,

For Newone Constructions Private Limited	I/We Confirm & Accept
_____	_____
(Authorized Signatory)	(Allottee/ Purchaser/s)