ALLOTMENT LETTER

To, Date: _____

_____

_____

_____

Mobile Number: _____

PAN No.: _____

Aadhar/UID No.: _____

Sub: Your request for Allotment of residential/commercial premises viz. Flat/Shop no. _____, admeasuring _____ Sq.fts RERA Carpet area on ____ Floor, in "___" Wing (hereinafter referred to as *"the said flat/shop*") of the proposed new Building known as "_____" (hereinafter referred to as "*the said Project*"), being constructed on non-agriculture sub-plots of land bearing Sub-Plot no. 18, admeasuring 772 Sq.yards or thereabout equivalent to 644 Sq.mtrs and Sub-Plot no. 19 admeasuring 828 Sq.yards or thereabout equivalent to 690 Sq.mtrs which is totally admeasuring 1334 Sq.mtrs vide C.T.S no. 511 of Village Eksar, corresponding to Old Final Plot no. 324 and New Final Plot no. 275 of TPS-III of Borivali, Mumbai Suburban District (hereinafter referred to as "*the said Land*") situated at Kastur Park, Shimpoli Road, Near Suvarna Hospital, Borivali West, Mumbai-400092, Maharashtra State having MahaRERA Registration no. _____

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Sir/Madam,

1. **Allotment of the said Flat/Shop Premises**:

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 the residential/commercial premises viz. Flat/Shop no. _____, admeasuring _____ Sq.mtrs equivalent to _____ Sq.fts RERA Carpet area on ____ Floor, in "____" Wing of the proposed new building known as "_____" having MahaRERA Registration no. _____ being re-developed on non-agriculture plots of land, bearing Sub-Plot no. 18, admeasuring 772 Sq.yards or thereabout equivalent to 644 Sq.mtrs and Sub-Plot no. 19 admeasuring 828 Sq.yards or thereabout equivalent to 690 Sq.mtrs which is totally admeasuring 1334 Sq.mtrs vide C.T.S no. 511 of Village Eksar, corresponding to Old Final Plot no. 324 and New Final Plot no. 275 of TPS-III of Borivali, Mumbai Suburban District

(hereinafter referred to as "*the said Land*") situated at Kastur Park, Shimpoli Road, Borivali West, Mumbai-400092, Maharashtra State at or for the total price of consideration of **Rs.**_____**/- (Rupees** _____ _____ **Only),** excluding the taxes, duties, charges, etc., as have been intimated to you.

2. **Allotment of Car Parking Space**:

Further, we have the pleasure to inform you that you have been allotted along with the said Flat/Shop premises, the Stilt/Stack/Podidum Car Parking Space bearing no. _____, on _____ Level/Floor, on the terms and conditions as shall be enumerated in the Agreement for Sale.

3. **Receipt of Part Consideration:**

We confirm to have received from you an amount of **Rs.**_____**/- (Rupees** _____ **Only)** (Subject to TDS @1% thereon), being about ____ % of the consideration value of the flat/shop, as a booking amount/advance payment on _____, through _____, from _____ Bank of _____ Branch.

4. **Disclosures of Information:**

We have made available to you inter alia the following information, namely:

a) The Sanctioned Plans, Layout Plans (if any), 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 Re-development Project, including the provisions for Civic Infrastructure like water, sanitation and electricity is informed to the Allottee/s;

c) The website address of MahaRERA is **https://maharera.mahaonline.gov.in**;

d) You have independently investigated and satisfied yourself completely with respect to our title of the said project and our right to develop the same.

5. **Encumbrances:**

We hereby confirm that we have not created any encumbrance on the said flat/shop and we hereby further confirm that no encumbrances shall be created on the said flat/shop, save and except as may be created by you by mortgage/charge.

6. **Further Payments:**

Further payment towards the consideration of the said flat/shop as well as of the Car Parking Spaces 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. For the sake of clarity, we have reproduced the agreed schedule for payment below:

Sr. no.	Description	Amount (Rs.)
1	On or Before Execution hereof	
2	On Completion of Footing Work.	
3	On Completion of Plinth Work.	
4	On Completion of 1st slab Work.	
5	On Completion of 2nd slab Work.	
6	On Completion of 3rd slab Work.	
7	On Completion of 4th slab Work.	
8	On Completion of 5th slab Work.	
9	On Completion of 6th slab Work.	
10	On Completion of 7th slab Work.	
11	On Completion of 8th slab Work.	
12	On Completion of 9th slab Work	
13	On Completion of Plaster Work	
14	On Completion of Flooring & Painting Work	
15	On Completion of Plumbing & Sanitary Work	
16	On Possession	
	Total Amount	Rs._____/-
(Rupees _____Only)		

You have agreed to pay further amount from the execution hereof as mentioned above and have requested and insisted us that you do not wish to execute the Agreement for Sale against such payment and the same shall be executed later at a mutually decided date. Based on your request, we will accept the aforesaid amount from you without such execution and as such, you shall not hold us responsible for the same. Further, you have also agreed to execute Undertaking in respect of the aforesaid.

7. **Possession:**

The said flat/shop shall be handed over to you on or before _____, subject to the payment of the consideration amount of the said flat/shop, car parking spaces and other agreed amounts 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 2% (Two Percent) p.a., from the date on which the payment is due till of the amount by us.

9. **Cancellation of Allotment:**

a. 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 days from 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 total cost
3.	Within 31 to 60 days from issuance of the Allotment Letter;	1.5% of the total cost
4.	After 60 days from issuance of the Allotment Letter	2% of the total cost

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 2% (Two Percent) p.a. from the date the same becomes payable till payment by us.

c. Notwithstanding the aforesaid, the terms of the Agreement for Sale shall override these provisions as and when executed between the parties.

10. **Other Payments:**

You shall make the payment of GST, registration charges (including other incidental charges) as applicable and such other payment as more specifically mentioned in the Agreement for Sale, the Performa whereof is enclosed herewith in terms of Clause 11 hereunder written.

11. **Performa of the Agreement for Sale and binding effect:**

The Performa of the Agreement for Sale to be entered into between ourselves and yourselves is enclosed herewith for your ready reference. Forwarding the Performa 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.

12. **Execution and Registration of the 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 2 months from the date of issuance of this Letter or within such extended period as may be decided.

b) 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, 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 with, 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/shop 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 due and payable 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 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 2% (Two Percent), from expiry of the aforesaid period till payment by us.

13. **Validity of Allotment Letter:**

This Allotment Letter shall not be constructed to limit your rights and interest under Agreement for Sale between ourselves and yourselves upon execution and registration of the same. Cancellation of Allotment of the said flat/shop thereafter and other terms and conditions shall be covered by the terms and conditions of the said registered document.

14. **Heading:**

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

15. **Other general terms and conditions agreed between us**:

a) This Allotment and any benefit or right by virtue thereof, is personal in nature and is non-transferrable, non-assignable and/or alienable in any manner whatsoever and any such transfer, assignment and/or alienation shall not be recognized by us and shall be entirely at your risk as the cost and consequences thereof;

b) You are aware that the layout and amenities are subject to further changes/modifications and you hereby consent to the same.

Yours faithfully,

For, **M/S. SHRI NEELKANTH DEVELOPERS & BUILDERS**

(Partner)

CONFIRMATION & ACKNOWLEDGEMENT

I/We have read and understood the contents of this Allotment Letter. I/We hereby agree and accept the terms and conditions as stipulated in this Allotment Letter and as settled between us.

_____

(Allottee/s)

Annexure -A

Stage wise time schedule of completion of the project

Sr. No.	Stages	Date of Completion
1.	Excavation	
2.	Basement (if any)	
3.	Podiums (if any)	
4.	Plinth	
5.	Stilt (if any)	
6.	Slabs of superstructure	
7.	Internal walls, internal plaster, completion of floorings, doors and windows	
8.	Sanitary electrical and water supply fittings within the said units.	
9.	Staircases 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, 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 tanks, 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	

Promoter(s)/ authorized Signatory