ALLOTMENT LETTER

No. Date:_____

To,
Mr./Mrs./Ms. _____
_____
_____
_____
Telephone/Mobile number:
Pan Card No:
Aadhar Card No.
Email ID:

Sub: Your request for allotment of flat/office/shop being Flat/Office/Shop No. ___ admeasuring _____ sq. mtrs. (RERA Carpet Area) equivalent to _____ sq.ft. (RERA Carpet Area) in the ___ new building known as "Maruti Residency" constructed on (i) land bearing Survey No. 128 Hissa No. 4 (pt.), corresponding C.T.S No. 541/D, admeasuring 409.8 sq. meters, being part of larger land bearing Survey No. 128/4 admeasuring 1057.90 sq. mtrs., situate at Village Eksar, Taluka Borivali, in the Mumbai Suburban District and Sub-district of Mumbai City; (ii) land bearing Survey No. 128, Hissa No. 5 (pt.), and bearing corresponding CTS No. 540/C, admeasuring 68.9 sq.mtrs. as per Property Card dated 17/02/2022, being part of larger land bearing Survey No. 128 Hissa No. 5 admeasuring 931.8 sq. mtrs., lying, being situate at Holy Cross Road Extension, I. C. Colony, Borivali (W), Mumbai - 400 103, Village Eksar, Taluka Borivali, in the Mumbai Suburban District and Sub-district of Mumbai City; (iii) land bearing Survey No. 128, Hissa No. 9, CTS No. 544, admeasuring 50 sq. meters as per Property Card and 51 sq. meters, as per 7/12 extract, situate at Holy Cross Road Extension, I. C.

Colony, Borivali (W), Mumbai- 400092 lying, being at Village Eksar, Taluka Borivali, in the Mumbai Suburban District and Sub-district of Mumbai City and having Maha RERA Registration No. _____.

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Sir/Madam,

1. **Allotment of the said flat/office/shop:**

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 _____ BHK Flat/ an Office/ a Shop bearing no. _____ admeasuring _____ sq. mtrs. (RERA Carpet Area) equivalent to _____ sq.ft. (RERA Carpet Area) situated on _____ floor of the Building known as “Maruti Residency” having MahaRERA Registration No. _____, hereinafter referred to as "the said flat"/ “the said office”/ “the said shop”, being developed on a portion of all that piece or parcel of lands being (i) land bearing Survey No. 128 Hissa No. 4 (pt.), corresponding C.T.S No. 541/D, admeasuring 409.8 sq. meters, being part of larger land bearing Survey No. 128/4 admeasuring 1057.90 sq. mtrs., situate at Village Eksar, Taluka Borivali, in the Mumbai Suburban District and Sub-district of Mumbai City; (ii) land bearing Survey No. 128, Hissa No. 5 (pt.), and bearing corresponding CTS No. 540/C, admeasuring 68.9 sq.mtrs. as per Property Card dated 17/02/2022, being part of larger land bearing Survey No. 128 Hissa No. 5 admeasuring 931.8 sq. mtrs., lying, being situate at Holy Cross Road Extension, I. C. Colony, Borivali (W), Mumbai - 400 103, Village Eksar, Taluka Borivali, in the Mumbai Suburban District and Sub-district of Mumbai City; (iii) land bearing Survey No. 128, Hissa No. 9, CTS No. 544, admeasuring 50 sq. meters as per Property Card and 51 sq. meters, as per 7/12 extract, situate at Holy Cross Road Extension, I. C. Colony, Borivali (W), Mumbai-400092 lying, being at Village Eksar, Taluka Borivali, in the Mumbai Suburban District and Sub-district of Mumbai City; for a total consideration of Rs. _____/- (Rupees _____ only) exclusive of GST, Stamp Duty and Registration Charges.

2. **Allotment of parking space(s):**

Further we have the pleasure to inform you that you have been allotted a stilt/open/stack parking bearing no. _____ without consideration.

3. **Receipt of part consideration:**

We confirm to have received from you an amount of Rs. _____/- (Rupees _____ Only) being ____% of the total consideration value of the said flat/office/shop as booking amount / advance payment on _____, through (___mode of payment___).

OR

A. You have requested us to consider payment of the booking amount / advance payment in stages which request has been accepted by us and accordingly I/We confirm to have received from you and an amount of Rs. _____/- (Rupees _____ only) being ____% of the total consideration value of the said flat/office/shop as booking amount / advance payment on _____, through (___mode of payment___). The balance __% of the booking amount / advance payment shall be paid by you in the following manner.

   a. Rs. _____/- (Rupees _____ only) on or before _____;
   b. Rs. _____/- (Rupees _____ only) on or before _____;
   c. Rs. _____/- (Rupees _____ only) on or before _____;

B. If you fail to make the balance _____% of the booking amount / advance payment within the time period stipulated above further action as stated in Clause 12 hereunder written shall be taken by us as against you.

4. **Disclosures of information:**

We have made available to you the following information namely:

i) The sanctioned plans, layout plans, along with specifications, approved by the competent authority, title certificate etc. are displayed at the project site and has also been uploaded on MahaRERA website.

ii) 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

iii) The website address of MahaRERA is

https://maharera.mahaonline.gov.in/#

5. We shall be entitled to make such changes in the plans in respect of the building to be constructed by us on the above property and you will not object to the same.

6. **Encumbrances:**

We hereby confirm that the said flat/office/shop is free from all encumbrances and we hereby further confirm that no encumbrances shall be created on the said flat/office/shop.

OR

We have created the following encumbrances attached with caveats as encumbered hereunder on the aforesaid premises:-

(a)

(b)

(c)

7. **Further payments:**

Further payments towards the consideration of the said flat/office/shop as well as of the stilt/open/stack parking, if any 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.

8. **Possession:**

The said flat/office/shop along with the stilt/open/stack parking bearing no. _____ will be handed over to you on or before _____ subject to force majeure conditions and further subject to the payment of the consideration amount of the said flat/office/shop as well as of the stilt/open/stack parking 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.

9. **Interest payment:**

In case of delay in making any payments as stated herein or in the Agreement for Sale agreement for sale to be entered into between ourselves and yourselves, 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.

10. **Cancellation of allotment:**

i. 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 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 cost of the said flat/office/shop;
3.	within 31 to 60 days from issuance of the allotment letter;	1.5% of the cost of the said flat/office/shop;
4.	after 61 days from issuance of the allotment letter.	2% of the cost of the said flat/office/shop;

* The amount deducted shall not exceed the amount as mentioned in the table above.

ii. In the event the amount due and payable referred in Clause 10 (i) 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.

11. **Other payments:**

You shall make the payment of GST, Stamp Duty and Registration Charges, as applicable and such other payments as more specifically mentioned in the agreement for sale, the proforma whereof is enclosed herewith in terms of Clause 12 hereunder written.

12. **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 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 13.

13. **Execution and registration of the agreement for sale:**

i) You shall execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within a period of 2 months from the date of issuance of this letter or within such period as may be communicated to you. The said period of 2 months can be further extended on our mutual understanding.

ii) 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 of 2 months from the date of issuance of this letter or within such period as

may be communicated to you, 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, 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/office/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.

iii) In the event the balance amount due and payable referred in Clause 13 (ii) 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 two percent.

14. You will not in any circumstances transfer your rights in respect of the Flat/Office/Shop and/or parking or under this letter without our written consent having been obtained first and provided you have paid all amounts payable till then.

15. <u>Validity of allotment letter:</u>

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 flat/office/shop thereafter, shall be covered by the terms and conditions of the said registered document.

16. <u>Headings:</u>

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

Signature

OM CONSTRUCTION

through its sole proprietor,

MR. TARUN RASIKBHAI DAVE

(Email Id.)

Date:_____

Place: Mumbai

CONFIRMATION & ACKNOWLEDGEMENT

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

Signature.

Name

(Allottee/s)

Date

Place:

Annexure-A

Stage wise time schedule of completion of the 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 flat	
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 water proofing	
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	

Promoter(s)/Authorized Signatory