Draft Without Prejudice dated 17-07-2023.

Date: __ _____, 2023

To,
Mr/Mrs./ Ms……..
R/ o……..
(Address)
Telephone/ Mobile number-
Pan Card No:
Aadhar Card No:
Email ID:

**Sub:** Your request for allotment of Commercial Office/Shop No. ___ in the project known as 'Sai Twin Tower' having MahaRERA Registration No. _____.
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Sir/ Madam,

1. **Allotment of the said unit: -**

   a. 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 **Commercial Office/Shop No. ___ admeasuring RERA Carpet area _____ sq. mtrs. equivalent to ____ sq. ft. situated on __ floor** in Wing-___, in the project known as **'Sai Twin Tower'**, having MahaRERA Registration No. _____, hereinafter referred to as **"the said Office/Shop"**, being developed on the land bearing land bearing Final Plot No.29, corresponding C.T.S.No.5951 admeasuring 1394.70 sq. meters or thereabouts of Town Planning Scheme- Ghatkopar No. III situated at Tilak

Road, Ghatkopar (E), Mumbai- 400 077 of Revenue Village Ghatkopar Kirol, Taluka Ghatkopar in the registration district and sub-district of Mumbai City and Mumbai Suburban 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 alongwith the said **Office/Shop**, ___ car parking space/s in the Car Parking Tower 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 part consideration: -**

We confirm to have received from you an amount of Rs. _____(Rupees. _____ Only) being __ % of the total consideration value of the said Office/Shop as advance payment on _____,2023, through _____(mode of payment) within 30 days from the execution of this letter of allotment.

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 are displayed at the project site and have 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. Encumbrances: -**

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

**6. Further payments: -**

Further payments towards the consideration of the said Office/Shop as well as of the car parking space(s) 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 Schedule hereunder written which will also be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

**7. Possession: -**

The said Office/Shop along with the car parking space (s) shall be handed over to you on or before _____ subject to the payment of the consideration amount of the said Office/Shop as well as of the car parking space(s) in the manner and at the times as well as per the terms and conditions as more specifically enumerated/ stated in the Schedule hereunder written which will also be enumerated the agreement for sale to be entered into between ourselves and yourselves.

**8. Interest payment: -**

In case of delay in making 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:**

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 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 Office/Shop; |
| 3. | Within 31 to 60 days from issuance of the allotment letters; | 1.5% of the cost of the said Office/Shop; |

| | | |
|---|---|---|
| 4. | After 61 days from issuance of the allotment letter. | 2% of the cost of the said 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 9 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.

**10. <u>Other payments: -</u>**

You shall make payment of GST, (stamp duty and registration charges), as applicable and such other payments as more specifically mentioned in the agreement of Sale, the proforma whereof is enclosed herewith as **Annexure-B** in terms of Clause 11 hereunder written.

**11. <u>Proforma of the Agreement for Sale and binding effect: -</u>**

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 of 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. <u>Execution and registration of the agreement for sale</u>: -**

i. You shall execute the Agreement for sale and appear for registration of the same above before the concerned Sub-Registrar, in accordance with clause 1 (a to c), within such period as may be communicated to you by us in writing.

ii. If you fail to execute the Agreement for sale and appear for registration of the same before the concerned Sub-Registrar within within such period as may be communicated to you by us in writing, we shall be entitled to serve upon you a notice calling upon you to execute the Agreement of Sale and appear for registration of the same within 15 (fifteen) days, which if not complied, we shall be entitled to forfeit an amount not exceeding 2% of the cost 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.

iii. In the event the balance amount due and payable refereed in Clause 12 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.

**13. <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 Premises thereafter, shall be covered by the terms and conditions of the said registered document.

**14. <u>Headings:</u>**

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

For, **M/S. SHREE SAI ENTERPRISES**

Mr.
(Partner)

## CONFIRMATION & ACKNOWLEDGEMENT

I/ We have read and understood the contents of this allotment letter, the Schedule and the Annexure-A and B. 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 COMPLETETION |
|---|---|---|
| 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 | |

**M/s. M/S. SHREE SAI ENTERPRISES**

**Mr. _____**
**Partner**
**Promoter**