

To \_\_\_\_\_  
**MR.**\_\_\_\_\_,  
**MR.**\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_.

Date: / /

Dear Sir/Ma'am,

**Re:-** Your request for Allotment of Flat/ Commercial Premises bearing Flat/Commercial Premises No.\_\_\_\_\_ on the \_\_\_\_\_ Floor area admeasuring \_\_\_\_\_ Sq. Ft. Carpet equivalent to \_\_\_\_\_ Sq. Ft. RERA Carpet along with \_\_\_\_\_ Car Parking in the building know as Anmol Residency, situated at Near Amba Mata Temple, Rajda Nagar, Factory Lane, Borivali (West), Mumbai – 400 092.

**1. Allotment Of The Flat/Commercial Premises & Parking Space:**

Thank you very much for the keen interest shown by you in our Development Project at Borivali (West) being all the piece and parcel land bearing Plot No. 57-D, C.T.S. No. 760, 760 /1, now Corresponding F. P. No. 151 of T.P.S. No. III area admeasuring 564 Sq. Mtrs. and bearing Plot No. 57-C, C.T.S. No. 761, 761 /1 to 2, now Corresponding F. P. No. 152 of T.P.S. No. III area admeasuring 431.40 Sq. Mtrs. aggregate area admeasuring 995.40 Sq. Mtrs. of Village Borivali and Taluka Borivali, lying and situated at Near Amba Mata Temple, Rajda Nagar, Factory Lane, Borivali (West), Mumbai – 400 092, (hereinafter referred to as **“the said Property”**) and also enquiry thereon and at your request & at your demand in the above subject matter, we have pleasure to inform that we are agreed to allot you the said Flat/Commercial Premises bearing Flat/Commercial Premises No.\_\_\_\_\_ on the \_\_\_\_\_ Floor area admeasuring \_\_\_\_\_ Sq. Ft. Carpet equivalent to \_\_\_\_\_ Sq. Ft. RERA Carpet along with \_\_\_\_\_ Car Parking in the building know as Anmol Residency, situated at Near Amba Mata Temple, Rajda Nagar, Factory Lane, Borivali (West), Mumbai – 400 092 (hereinafter referred to as **“the said Flat/Commercial Premises”**) and requested us to reserve the said Flat/Commercial Premises for you.

**2. Allotment of garage/covered parking space(s):**

Further we have the pleasure to inform you that you have been allotted along with the said Flat/Commercial Premises, garage(s) bearing No(s)\_\_\_\_\_ admeasuring \_\_\_\_\_ sq.mtrs equivalent to \_\_\_\_\_sq.ft/covered car parking space(s) at \_\_\_\_\_ level basement/podium bearing No(s) \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.mtrs equivalent to \_\_\_\_\_ sq.ft./stilt parking bearing No(s) \_\_\_\_\_, admeasuring \_\_\_\_\_ sq.mtrs equivalent to \_\_\_\_\_ sq.ft./ mechanical car parking unit bearing No(s) \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.mtrs. equivalent to \_\_\_\_\_ sq.ft.

on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

### 3. Total Consideration & Receipt of Part Consideration:

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 we confirm to have received from you and amount of RS. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only.) being \_\_\_\_\_ % of the total consideration value of the said unit as booking amount / advance payment on \_\_\_\_\_ through \_\_\_\_\_ (i.e. 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 \_\_\_\_\_.
- d) RS. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only.) on or before \_\_\_\_\_.

Note : The total amount accepted under this Clause shall not be more than 10% of the cost of the said unit.

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 against you.

### 4. Disclosures of Information:

We have made available to you the following information namely: -

- i. The sanctioned plan, layout plans, along with specifications, approved by the competent authority 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 herewith.
- iii. The website address of MahaRERA is  
[https : //maharera.mahaonline.gov.in/#](https://maharera.mahaonline.gov.in/#)

#### **5. Encumbrances:**

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

#### **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 agreement for sale to be entered into between ourselves and yourselves

#### **7. Possession:**

The said Flat/Commercial Premises along with car parking spaces shall be handed over to you on or before \_\_\_\_\_ subject to the payment of the consideration amount of the said Flat/Commercial Premises of the car parking space 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 which shall be the STATE BANK OF INDIA highest Marginal Cost of Lending Rate plus 2%.

#### **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 60 Days from the date of receipt of your Letter requesting to cancel the said booking.

| <b>Sr. No.</b> | <b>If the Letter requesting to cancel the booking is received,</b> | <b>Amount to be deducted</b> |
|----------------|--------------------------------------------------------------------|------------------------------|
| 1              | Within 15 Days from issuance of the Allotment Letter;              | Nil                          |

|   |                                                         |                                    |
|---|---------------------------------------------------------|------------------------------------|
| 2 | Within 16 To 30 Days from issuance of Allotment Letter; | 1% of the cost of the said unit.   |
| 3 | Within 31 To 60 Days from issuance of Allotment Letter; | 1.5% of the cost of the said unit. |
| 4 | After 61 Days from issuance of Allotment Letter;        | 2% of the cost of the said unit.   |

In case of cancellation the amount after deduction of losses suffered by us due to no receipt of payment from your side for whatsoever reason shall be returned within 60 days from your letter dated requesting cancellation of the said Flat/Commercial Premises

- ii. In the event the amount due and payable referred in Clause 9 (i) above is not refunded within 60 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%.

#### **10. Other Payments:**

- i. You shall only entitled & liable to make the payment of TDS, GST, Stamp Duty and Registration Charges, as applicable on any amount payable on the transaction contemplated herein shall be borne and paid by you alone and such other payments as more specifically mentioned in the Agreement for Sale.
- ii. In addition to the aforesaid consideration, you shall be alone liable to pay us your share for legal charges, share money, application fees, entrance fee, water, electric and solar charges, development charges, maintenance and other charges in respect of the above Flat/Commercial Premises as may be decided and demanded by us.

#### **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 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.

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

- i. You shall execute the Agreement for Sale and to 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.

\* In the event the booking amount is collected in stages and if the allottee / purchaser fails to pay the subsequent stage installment, the promoter / vendors shall serve upon the allottee / purchaser a notice calling upon the allottee / purchasers to pay the subsequent stage installment within 15 (fifteen) Days which if not complied, the promoter / vendors shall be entitled to cancel this Allotment Letter. On cancellation of the Allotment Letter the promoter / vendors shall be entitled to forfeit the amount paid by the allottee / purchaser or such amount as mentioned in the Table enumerated in Clause 9 whichever is less. In no event the amount to be forfeited shall exceed the amount mentioned in the above referred Table. Except for the above all the terms and conditions as enumerated in this Allotment Letter shall be applicable even for cases where booking amount is collected in stages.

- ii. If you fail to execute the Agreement for Sale and to appear for registration of the same before the concerned Sub-Registrar Assurance within 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 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 referred in Clause 12 (ii) above is not refunded within 60 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%.

## **13. Validity of allotment letter:**

This Allotment Letter shall not be constructed 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/Commercial Premises thereafter shall be covered by the terms and conditions of the said registered document.

#### **14. Headings:**

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

**Thanking you;  
Yours Faithfully,  
For B. B. Enterprises**

**Partner**

**Name:** B. B. Enterprises  
**Email ID:** [bbent2607@gmail.com](mailto:bbent2607@gmail.com)  
**Date:** \_\_\_\_\_  
**Place:** Mumbai

#### **CONFIRMATION & ACKNOWLEDGMENT**

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

**SIGNATURE :** \_\_\_\_\_

**NAME :-** \_\_\_\_\_

**( Allotee / Purchaser )**

**Date :-** \_\_\_\_\_

**Place :-** \_\_\_\_\_

## 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 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, 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 |                    |
| 12    | Internal roads & footpath, lighting                                                                                                                                                                                                                                                                                                            |                    |
| 13    | Water supply                                                                                                                                                                                                                                                                                                                                   |                    |
| 14    | Sewerage (Chamber, line, 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 water meter room, sub-station, receiving station                                                                                                                                                                                                                                                                                    |                    |
| 20    | others                                                                                                                                                                                                                                                                                                                                         |                    |

**For B. B. Enterprises**

**Partner**