

ALLOTMENT LETTER

To,

Date: _____

Mr /Ms /Mrs. _____

[Insert Address]

[Insert Contact Number]

[Insert E-mail ID]

Pan Card No.:

Aadhar Card No.:

Mr /Ms /Mrs. _____

[Insert Address]

[Insert Contact Number]

[Insert E-mail ID]

Pan Card No.:

Aadhar Card No.:

Subject: Your request for Allotment of Flat in the project known as **SAYBA SAMRIDDHI** (“said Building”), having MahaRERA Registration No _____ (“said Project”)

Sir/Madam,

1. Allotment of the said Flat:

This has reference to your request referred at the above subject. In that regard, we would like to inform you that you have been provisionally allotted a _____

BHK Flat bearing No. _____ admeasuring RERA Carpet area _____sq. mtrs. equivalent to ____sq.ft along with Attached Area admeasuring _____ sq. mtrs. equivalent to ____sq.ft, situated on _____ habitable floor in the project known as SAYBA SAMRIDDHI having MahaRERA Project Registration Number _____, hereinafter referred to as “**the said Flat**” for a total consideration of Rs. _____ (Rupees in words Only) (hereinafter referred to as “**Purchase Consideration**”) exclusive of GST, stamp duty, all other taxes, registration charges, common area maintenance charges (which may be leviable in the future), deposits, common organization charges and deposits, and other charges and outgoings being developed on land admeasuring 896.98 sq. mtrs bearing survey No. 67 to 71, City Survey No. 826 (pt) being part of the land situated at Building No. 32, CTS No. 826 (pt), Subhash Nagar, Chembur, Mumbai – 400 071.

2. Allotment of Car Parking space(s):

Further, we would like to inform you that along with the said Flat you have been provisionally allotted, _____ mechanical car parking space(s) at level pit/stilt in Stack Number _____. The mechanical car parking space admeasures _____ sq.ft having _____ft. length x _____ft. breath x _____ft. vertical clearance on the terms and conditions as shall be enumerated in the Agreement for Sale to be entered into ourselves and yourselves.

3. Receipt of Part Consideration:

We confirm to have received from you an amount of Rs _____ (Rupees _____In Words_____ Only) as the Holding Amount/Booking Amount on _____, vide _____ being _____% of the total Purchase Consideration of the said Flat. The above payment received by us has been deposited in RERA

Designated Collection Bank Account, having Account No. _____, _____
Bank, _____ Branch having IFS Code _____, situated at

_____. In addition to the above bank
account, we have opened in the same bank, a RERA Designated Separate Bank
Account having Account No. _____, _____ Bank, _____ Branch having
IFS Code _____, situated at _____ and a
RERA Designated Transaction Bank Account having Account No. _____,
_____ Bank, _____ Branch having IFS Code _____, situated at
_____.

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 has 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 will be as stated in Annexure – A, attached herewith.
- iii) The website address of MahaRERA Project is _____
- iv) We have provided you the title related documents, information and clarifications as required by you in relation to the title of the project. We shall be entitled to amend or alter or change or modify the plan of the said Building or change the layout of the whole land affecting the location of the said Building. However, the area of the flat allotted to you shall not be varied by more than 3% on either side. All such amendments, modifications & changes shall be binding on you.

5. Encumbrances:

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

6. Further payments:

Further payments payable to the Promoter towards purchase consideration of the said Flat and taxes, outgoings and other amounts, shall be made by you, in the manner and at the times as more particularly set out as hereunder 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. The amounts payable by you in respect of the said Flat in installments as hereunder:

Construction/Time Linked Payment Plan	% of the Purchase Consideration: Amount payable
Application Money	9.9%
On completion of Plinth Slab	20.1%
On completion of 1st Floor Roof Slab	6.0%
On completion of 3rd Floor Roof Slab	6.0%
On completion of 6th Floor Roof Slab	6.0%
On completion of 9th Floor Roof Slab	6.0%
On completion of 12th Floor Roof Slab	6.0%
On completion of 14th Floor Roof Slab	6.0%
On completion of Top Slab	6.0%
On completion of Terrace Floor Slab	7.0%
On completion of Aluminum Window	7.0%
On completion of Electrical Fitting	8.0%
On intimation of Occupation Certificate (OC)	6.0%
	100.0%

7. Possession:

The Possession Date of the said Flat along-with the car parking space(s) (if any) is 30th June, 2027, subject to the payment of the purchase consideration amount of the said Flat in a timely manner, as well as per the terms and conditions as more specifically enumerated in the Agreement for Sale to be entered into between ourselves and yourselves. The Possession Date aforementioned is subject to force majeure and circumstances beyond our control.

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 two percent.

9. Cancellation of Allotment:

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 16-30 days from issuance of the Allotment Letter	1% of the cost of the said Flat/Purchase Consideration;

3	Within 31-60 days from the issuance of the Allotment Letter;	1.5% of the cost of the said Flat/Purchase Consideration;
4	After 61 days from issuance of the Allotment Letter	2% of the cost of the said Flat/ Purchase Consideration.

- The amount deducted shall not exceed the amount as mentioned in the table above.
- However, the Promoter shall further be entitled to deduct other charges (if any) borne by the Promoter on behalf of the Allottee(s) such as brokerage, taxes, stamp duty, etc.
- In the event the amount due and payable referred in Clause 9 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. Other payments:

You shall make the payment of GST, stamp duty and registration charges as per the actuals and as applicable from time to time and such other payment as agreed between us herein and in the Agreement for Sale, the proforma whereof is enclosed herewith in terms of Clause 11 hereunder written.

You shall pay, in addition to the Total Purchase Consideration of the Flat, whenever called upon by the Promoter, pay to the Promoter the following amount(s):

Payment of Other Charges	Type of Charge	Amount/Rate PSF on Aggregate Area
Repair & Maintenance Fund	Fixed	25000
Adv Maintenance Charges (12 months from date of intimation of OC)	Variable	INR 10 PSF
Share Money	Fixed	650

You shall in addition to the Purchase Consideration, pay taxes like Labour Welfare Cess, GST, etc. along with any interest/penalty thereon, if any, as and when applicable. The Total Flat Cost / Sale Price does not include any Taxes of any kind by whatever name called, as detailed in the terms and conditions of this Application. Pursuant to the circular dated 31-05-2013 issued by government of India Ministry of Finance (Department of Revenue) the Allotee(s) is required to deposit 1% per cent Tax deduction at Source (TDS) with Government of India of total Flat Cost amount more specifically mentioned under this agreement to which the Allotee(s) agrees and confirms the same without any demur, delay and default. Upon depositing the TDS amount with government of India, the

Allotee(s) shall provide the duly stamped copy of Challan cum statement - Form No. 26QB along with Form no 16 to the Promoter and only upon receipt of the Challan cum statement from the Allotee(s), the Promoter will be proceeding the formalities for registration. The Challan cum statement will be attached with this Agreement.

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 uploaded on the MahaRERA website and 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 both parties enter into and register the Agreement for Sale and comply with 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 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(s) fails to pay the subsequent stage installment, the Promoter shall serve upon the Allottee(s) a notice calling upon the Allottee(s) to pay the subsequent stage installment within 15 (fifteen) days which if not complied, the Promoter shall be entitled to cancel this Allotment Letter. On cancellation of the Allotment Letter the Promoter shall be entitled to forfeit the amount paid by the Allottee(s) or such amount as mentioned in the Table enumerated in Clause 9 whichever is less. In no event, the amount deducted shall exceed the amount as mentioned in the 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 fail to appear for registration of the same before the concerned office of the Sub-Registrar within the stipulated period 2 months from the date of issuance of this letter, we shall be entitled to issue you a notice calling upon you to execute the Agreement for Sale and appear

for registration within 15 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 and the balance amount if any due and payable shall be refunded by us to you without interest within 45 days from the date of expiry of the Notice period. However, the Promoter shall further be entitled to deduct other charges (if any) borne by the Promoter on behalf of the Allottee(s) such as brokerage, taxes, stamp duty, etc.

iii) In the event the amount due and payable referred 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. Validity of Allotment Letter:

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 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.

Signature

Name

Promoter

(Email Id)

Date :

Place:

CONFIRMATION AND 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.

Signature

Name

Date :

Place :

Promoter

Authorized Signator

Annexure -A

Stage wise time schedule of completion of the Project

Sr. No.	Stages	Date of Completion
1	Excavation	30-06-2027
2	Basements (if any)	30-06-2027
3	Podiums (if any)	NA
4	Plinth	30-06-2027
5	Stilt (if any)	30-06-2027
6	Slabs of super structure	30-06-2027
7	Internal walls, internal plaster, completion of floorings, doors and windows	30-06-2027
8	Sanitary electrical and water supply fittings within the said units	30-06-2027

9	Staircase, lifts wells and lobbies at each floor level overhead and underground water tanks	30-06-2027
10	External plumbing and external plaster, elevation, completion of terraces with waterproofing.	30-06-2027
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.	30-06-2027
12	Internal roads & footpaths, lighting	NA
13	Water supply	30-06-2027
14	Sewerage (chamber, lines, septic tank, STP)	30-06-2027
15	Storm water drains	30-06-2027
16	Treatment and disposal of sewage and sullage water	NA
17	Solid waste management & disposal	30-06-2027
18	Water conservation / rain water harvesting	30-06-2027
19	Electrical meter room, sub-station, receiving station	30-06-2027
20	Others	NA

Promoter

Authorized Signator