

Date:

To,

Mr./Mrs./Ms. \_\_\_\_\_ ('You')

R/o \_\_\_\_\_

(Address)

Mobile Number:

Pan Card No:

Aadhar Card No:

Email id:

**Sub:**Your request for allotment of residential flat / commercial premises in the Project known as \_\_\_\_\_ having MahaRera Registration No. \_\_\_\_\_.

Sir/Madam,

1. Pursuant to discussions by and between ourselves and yourself, we have agreed to provisionally allot you a residential flat / commercial premises bearing No. \_\_\_\_\_ admeasuring RERA Carpet area \_\_\_\_\_ sq. mtrs. together with the exclusive right to use enclosed balcony admeasuring \_\_\_\_\_ sq. meters appurtenant to the said premises situated on \_\_\_\_\_ floor and \_\_\_\_\_ covered parking space bearing no. \_\_\_\_\_ on the Ground/\_\_\_\_\_ Podium Level in Building/project in Building/Project known as \_\_\_\_\_ hereinafter referred to as "**the said Unit**", to be/being developed on non-agricultural lands admeasuring 8346.61 sq. meters out of Survey Nos. 146/1A/1, 146/5A/3, 147/1A/3, 148/2A/1, 148/6/A, 149/1/A and 149/2/A situate at Village Panchpakhadi, Taluka & District Thane for a total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and on the terms and conditions as are/shall be enumerated in the Agreement for Sale to be entered into between ourselves and yourselves.
2. We confirm to have received from you the amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), being 10% of the total consideration value of the said Unit as booking amount/ advance payment. The balance 90% of the total consideration value shall be paid by you in instalments in the manner set out in **Annexure – 'A'** annexed hereto without any delay or demer. If you fail to make the balance 90% of the total consideration value in the manner set out in **Annexure – 'A'** further action as stated in Clause 5 to 5.3 shall be taken by us as against you.
3. We have made available to you the following information namely:
  - (a) The sanctioned plans, layout plans, along with specifications, approved by the competent authority;
  - (b) All title documents by which we have acquired rights in the Land;
  - (c) The website address of MahaRERA is <https://maharera.mahaonline.gov.in/#>

4. The said unit shall be handed over to you on or before \_\_\_\_\_ subject to we being entitled for extension of time for delivery and the payment of the consideration amount of the said unit and all other amounts, charges and taxes by you as more specifically are enumerated/ stated in the Agreement for Sale to be entered into between ourselves and yourselves.
5. If you commit default in payment on due date of any amount due and payable by you to us under this Allotment (including the amount of taxes levied by competent authority) and/or in the event you refuse/s to execute and register the Agreement and/or on you committing breach of any of the terms and conditions herein contained and/or you desire to withdraw from the allotment then without prejudice to the rights and remedies available to us including the right to charge interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay in making payment of the consideration amount/parts thereof (“**the Interest Rate**”), we shall be entitled to at our own option and discretion, terminate this Letter, without any reference or recourse to you. Provided that, the we shall give notice of 15 (fifteen) days in writing to you (“**Default Notice**”), by Courier / E-mail / Registered Post A.D. at the address provided by you, of its intention to terminate this Letter with detail/s of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Letter. If you fail/s to rectify the breach or breaches mentioned by us within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, we shall be entitled to terminate this Letter by issuance of a written notice to you (“**Termination Notice**”), by Courier / E-mail / Registered Post A.D. at the address provided by you. On the receipt of the Termination Notice by you, this Letter shall stand terminated and cancelled. On the termination and cancellation of this Letter, you shall have no claim of any nature whatsoever on us and/or the said unit and we shall be entitled to deal with and/or dispose off the said unit in the manner we deem fit and proper.
- 5.1. Upon termination as mentioned above, the amounts paid towards consideration shall be deducted in the following manner and 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 unit;
3.	Within 31 to 60 days from issuance of the allotment letter;	1.5% of the cost of the said unit;

4.	Within 61 days from issuance of the allotment letter	2% of the cost of the said unit.
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- 5.2. In the event the amount due and payable as mentioned 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.
- 5.3. You agree that under no circumstances, we shall liable to refund the statutory taxes paid by you in respect of this allotment.
6. The proforma of the agreement for sale to be entered into between ourselves and yourselves is enclosed herewith for your ready reference. You confirm that the Agreement of Sale of the said unit containing the detailed terms and conditions for the sale of the unit has been read, understood by you and has/have been approved by you.
- 6.1. 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 the letter or within such period as may be communicated to you subject to payment of initial 10% of the consideration amount and applicable taxes by you. Upon the execution of the said agreement, this Letter including the terms and conditions contained herein shall stand superseded by the Agreement of Sale and the terms and conditions mentioned under the Agreement for Sale shall be final and binding upon us.
- 6.2. Forwarding the Proforma of the agreement for sale does not create a binding obligation on the part of ourselves and yourselves unless executed and registered in the manner as mentioned above.
7. You confirm that you have made all necessary inquiries and investigation with regard to our entitlement to develop the Property and is/are satisfied with the same.
8. All cheque/demand drafts/remittance should be issued / deposited in favor of Account as may be informed by us. You shall mention your name, flat no., building, applied for, behind the cheques/demand drafts. The payments made by cheque are subject to realization. Date of actual credit shall be treated to be the date of realization.
9. You hereby irrevocably indemnify and shall at all times keep us viz. **M/s. Om Divine Buildcon LLP** and its partners indemnified, saved and harmless from and against all actions, including but not limited from the regulators/statutory authorities, claims, losses, damages, costs, liabilities, charges and expenses incurred, suffered or paid by us or required to be incurred, suffered or paid by us and against all demands, actions, suits or proceedings made, filed or instituted against us in connection with or arising out of or relating to allotment of the unit.

10. This is to record that you have agreed to all the terms and conditions mentioned herein above in our letter of allotment. You are requested to sign the duplicate copy of letter as token acceptance of the same.

Thanking you,

For **M/s. Om Divine Buildcon LLP**

I/We Confirm,

Authorised Partner

\_\_\_\_\_

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**ANNEXURE – ‘A’**

**For Residential:**

<b>Milestone</b>	<b>Percentage</b>	<b>Amount</b>
On Allotment	10	
On execution but before registration of this Agreement	10	
On completion of Plinth	10	
On completion of 1 <sup>st</sup> slab	6	
On completion of 3 <sup>rd</sup> slab	6	
On completion of 7 <sup>th</sup> slab	4	
On completion of 14 <sup>th</sup> slab	5	
On completion of 21 <sup>st</sup> slab	5	
On completion of 27 <sup>th</sup> slab	5	
On completion of 35 <sup>th</sup> slab	5	
On completion of 42 <sup>nd</sup> slab	4	
On completion of walls, internal plaster, flooring and plumbing	5	
On completion of staircase, lift well, lobby upto the floor level of the Premises	5	
On completion of external plumbing, external plaster, elevation and terrace waterproofing	5	
On completion of water pump, electrical fittings and plinth protection	10	
On possession of Premises	5	

**For Commercial:**

<b>Milestone</b>	<b>Percentage</b>	<b>Amount</b>
On Allotment	10	
On execution but before registration of this Agreement	20	

On completion of Plinth	15	
On completion of 1 <sup>st</sup> slab	15	
On completion of 3 <sup>rd</sup> slab	10	
On completion of walls, internal plaster, flooring	5	
On completion of staircase, lift well, lobby upto the floor level of the Premises	5	
On completion of external plumbing, external plaster, elevation	5	
On completion of electrical fittings, doors and shutters	10	
On possession of Premises	5	

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