

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 'Marshal Srishti III'(the 'Project') having MahaRera Registration No. _____.

1. Allotment of Unit

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 residential flat / commercial premises bearing No. _____ admeasuring RERA Carpet area _____ square feet i.e. _____square meters situated on _____ floor ("the said Unit") in the Project known as 'Marshal Srishti III' being developed on piece or parcel of non-agricultural lands admeasuring in aggregate 1341.30 square meters bearing C.T.S. Nos. 200, 200/1 to 47 of Village Bhandup, situate at Atmaram Bhoir Marg, Bhandup West, Taluka Kurla, District Mumbai Suburban for a total consideration of Rs. _____/- (Rupees_____ Only) (the "Consideration") exclusive of GST, stamp duty, registration charges and other taxes, charges/depositsas are enumerated in the Agreement for Saleto be entered into between ourselves and yourselves.

2. Allotment of Parking Space(s):

Further, we have the pleasure to inform you that you have been allotted along with the said Unit, a mechanical car parking space(s) at_____ level without consideration 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 10% of the Consideration of the said Unit as booking amount/ advance payment on _____, through [mode of payment]. The balance 90% of the Consideration shall be paid by you in instalments in the manner set out in **Annexure – ‘A’** annexed hereto.

OR

You have agreed to pay 10% of the Consideration of the said Unit under this Allotment in instalments as booking amount/advance payment. The balance 90% of the Consideration shall be paid by you in the manner set out in **Annexure – ‘A’** annexed hereto. Out of the 10% of the Consideration of the said Unit, we have received an amount of Rs. _____/- (Rupees _____ Only) being ___% of the Consideration of the said Unit on _____, through [mode of payment]. The manner of instalments for the payment of balance 10% Consideration of the said Unit is set out in **Annexure – ‘A1’** annexed hereto.

4. Disclosures of information:

We have made available to you the following information namely:

- (a) The sanctioned plans, layout plans, along with specifications, approved by the competent authority are displayed at the project site and has also been uploaded on MahaRERA website;
- (b) 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
- (c) All documents and information pertaining to the Project are uploaded on the website of MahaRERA and the website address is <https://maharera.mahaonline.gov.in/#>

5. Encumbrances:

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

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 conditions as more specifically enumerated / stated in the Agreement for Sale to be entered into between ourselves and yourselves.

7. Possession:

The said Unit along with the Parking spaces(s) shall be handed over to you on or before _____ subject to the payment of the Consideration and other charges payable 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 the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

9. Cancellation of allotment:

(a) In case you desire to cancel the booking and/or in the event you refuse/s to execute and register the Agreement for Sale and/or if the amount to be paid under this Allotment Letter is collected in instalments and you commit default in payment on due date of any amount due and payable by you to us (including the amount of taxes levied by competent authority), an amount mentioned in the Table hereunder written would be deducted and retained by us 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 case of cancellation	Amount to be deducted
1.	Within 15 days from issuance	Nil

	of the allotment letter	
2.	Within 16 to 30 days from issuance of the allotment letter	1% of the Consideration
3.	Within 31 to 60 days from issuance of the allotment letter	1.5% of the Consideration
4.	Within 61 days from issuance of the allotment letter	2% of the Consideration

You agree that any payment paid by you towards GST and/ or other taxes shall be refunded by us, subject only to the same being received by us from the concerned government/ statutory authorities and only to the extent received as refund.

- (b) In the event the amount due and payable referred in Clause 9 (a) 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 applicable and such other payments/charges/deposits as more specifically mentioned in the Agreement for Sale to be entered into between ourselves and yourselves, the proforma whereof is enclosed herewith as **Annexure – ‘B’**.

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 as **Annexure – ‘B’** 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 below.

12. Execution and registration of Agreement for Sale:

- (a) You shall execute the Agreement for Sale and appear for registration of the same before the concerned Sub-Registrar of Assurances within a period of two (2) months from the date of issuance of this Allotment Letter or within such period as may be

communicated to you upon which, this Allotment Letter shall stand superseded by the Agreement for Sale. The said period of 2 months can be further extended on our mutual understanding in writing.

- (b) If you fail to execute the Agreement for Sale and appear for registration of the same before the concerned Sub-Registrar of Assurances within the stipulated period two (2) months from the date of issuance of this Allotment Letter or within such period as may be communicated to you, we shall be entitled to serve upon you a notice (by email or hand delivery or other modes) 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 Consideration 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.
- (c) In the event the balance amount referred in Clause 12 (b) above is not refunded within 45 days from the date of expiry of the notice period, you shall be entitled to claim 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 Unit, hereafter, shall be covered by the terms and conditions of the said registered document i.e. Agreement for Sale.

14. No Grant or Assignment:

Nothing in this Allotment Letter will be deemed as grantor assignment of any right, title and interest in the said Unit or portion thereof. This allotment merely entitles you to enter into an "Agreement for Sale" in accordance with the terms recorded hereunder.

15. Headings:

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

For Marshal Corporation

Authorised Partner

Place:

Date:

Confirmation & Acknowledgement

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

Signature_____

Name_____

(Allotee/s)

Place:

Date:

ANNEXURE – ‘A’

Sr. No.	Milestone	Percentage	Amount
1	Earnest Money before registration of this Agreement for Sale		
2	On completion of Plinth		
3	On completion of 1 st Slab		
4	On completion of 2 nd Slab		
5	On completion of 3 rd Slab		
6	On completion of 4 th Slab		
7	On completion of 5 th Slab		
8	On completion of 6 th Slab		
9	On completion of 7 th Slab		
10	On completion of 8 th Slab		
11	On completion of 9 th Slab		
12	On completion of 10 th Slab		
13	On completion of 11 th Slab		
14	On completion of 12 th Slab		
15	On completion of 13 th Slab		
16	On completion of 14 th Slab		
17	On completion of 15 th Slab		
18	On completion of 16 th Slab		

19	On completion of 17 th Slab		
20	On completion of 18 th Slab		
21	On completion of 19 th Slab		
22	On completion of 20 th Slab		
23	On completion of 21 st Slab		
24	On completion of 22 nd Slab		
25	On completion of 23 rd Slab		
26	At the time of handing over of possession of the Unit		

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ANNEXURE – ‘A1’

Sr. No.	Period	Percentage	Amount
1	Within ___ days from the date of Allotment		
2	Within ___ days from the date of Allotment		
3	Within ___ days from the date of Allotment		

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