



*Draft for Discussion
Purposes only*

06.09.2022

NOTE:

Black Text - as per RERA format.

Red Text - deviation from RERA format.

PROFORMA FOR ALLOTMENT LETTER

No. _____

Date:

To,

Mr/Mrs./Ms. _____,

R/o. (Address) _____,

Telephone/Mobile number _____,

Pan Card No.: _____,

Aadhar Card No.: _____,

Email ID: _____,

Sub: Your request for allotment of flat in the project known as **Sukruti Samyra** having MahaRERA Registration No. _____.

Sir/Madam,

1. Allotment of the said ~~unit~~-Premises:

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 _____ BHK flat bearing No. _____ admeasuring RERA Carpet area _____ Sq. mtrs equivalent to _____ Sq.ft. situated on _____ floor in Building "_____" in the project known as "**Sukruti Samyra**" having MahaRERA Registration No. _____ hereinafter referred to as "the said ~~unit~~-Premises ", being developed on two lands bearing C. S. No. 1816 and 1825 of Bhuleshwar Division admeasuring 410.54 sq. mtrs. or thereabouts and 665.56 sq. mtrs. or thereabouts, respectively, together with the structures and buildings standing thereon, lying and being at Dadiseth Agyari Lane, Mumbai – 400 002, ("Property") for a total consideration of Rs. _____ in figures (Rupees. in words only) exclusive of GST, stamp duty and registration charges.

2. Allotment of parking space(s):

Further I/ we have the pleasure to inform you that you have been allotted along with the said ~~unit~~-Premises, covered car parking space(s) at _____ level podium 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. Receipt of part consideration:

I/We confirm to have received from you an amount of Rs. (figures) (Rupees. ___ in words only), (this amount shall not be more than 10% of the cost of the said ~~unit~~ Premises) being. _____ % of the total consideration value of the said ~~unit~~ Premises as booking amount /advance payment on dd/mm/yyyy, through mode of payment.

4. Disclosures of information:

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

The documents mentioned in the Title Certificate of the Property.

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.

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

The website address of MahaRERA is <https://maharera.mahaonline.gov.in/#>

5. Encumbrances:

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

6. Further payments:

Further payments towards the consideration of the said ~~unit~~ Premises as well as of the covered 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 agreement for sale to be entered into between ourselves and yourselves.

7. Possession:

The said ~~unit~~ Premises along with the covered car parking spaces(s) shall be handed over to you on or before **December 2027** subject to the payment of the consideration amount of the said ~~unit~~ Premises as well as of the ~~garage(s)~~ covered 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 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 from the date of the default till the date of actual payment/realization.

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.

* The	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.	After 61 days from issuance of the allotment letter;	2% of the cost of the said unit;

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. Other payments:

You shall make the payment of GST, stamp duty and registration charges, as applicable and such other payments as more specifically mentioned in the agreement for sale, the proforma whereof is enclosed herewith in terms of Clause 11 hereunder written.

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 126.

12. Execution and registration of the agreement for sale:

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.

If you fail to execute the agreement for sale and appear for registration of the same before the concerned Sub-Registrar within the stipulated period 2 months from the date of issuance of this letter or within such period as may be communicated to you, I/ 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, I/ we shall be entitled to cancel this allotment letter and further I 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.

In the event the balance 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. Miscellaneous clauses

- i. Time is the essence of this allotment. You agree and confirm that an intimation forwarded by us to you that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed.
- ii. You shall not be entitled to sell, transfer, assign, allot or in any manner deal with the Premises or any part thereof, on benefit of this letter.
- iii. We shall be entitled to assign or transfer our rights and obligations in the Property / proposed Building to be constructed thereon to any person as we may desire and you will not object to the same subject to your rights in respect of the above Premises.
- iv. In the event the Premises is booked in joint names, all communication shall be addressed to the First Allottee, which shall, for all purposes, be considered as service upon all the Allottees and no separate communication shall be necessary for the other Allottees.
- v. It shall be your responsibility to inform to us if there is any change in your correspondence or permanent address as well as other contact details such as telephone numbers and/or e-mail address failing which all demand notices and letters shall be sent to the first registered address given at the time of booking of the Premises.

- vi. You have inspected the title documents of the Property as more particularly mentioned in the Title Certificate and have satisfied yourself with respect thereof, subject to the rights of the existing tenants.
- vii. In case of any dispute arising out of and/or in connection with the present allotment letter and/or the transaction envisaged herein the same shall at the first instance be referred to mediation. In the event, such mediation fails and we are not able to arrive at a consensus, then and then only we shall agree that the disputes shall be referred to the Sole Arbitrator and shall be dealt with in accordance with the provisions of Arbitration and Conciliation Act, 1996 and/or any statutory amendment thereof.
- viii. You confirm that you have understood the contents of this allotment letter and the obligations and liabilities arising out of it along with the legal implications thereon.

14. 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-Premises thereafter, shall be covered by the terms and conditions of the said registered document.

15. Headings:

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

For **M/S POSIEDON HOTELS LLP**

(Signature)

(Designated Partner)

Email Id. :- _____

Date:

Place:

CONFIRMATION & ACKNOWLEDGEMENT

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



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Signature: _____

Name : _____

(Allottee/s)

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.	Podium (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, lift wells and lobbies at each floor level overhead and underground water tanks	
10.	External plumbing and external plaster, elevation, completion of terraces with water proofing	
11.	Installation of lifts, water pumps, firefighting fittings and equipment, electrical fittings, mechanical equipment, finishing to entrance lobby/s, plinth protection, paving of area appurtenant to the building/ wing compound wall and all other requirements as may be required to complete the project as per specifications in agreement of sale, and other activities	
12.	Internal roads and footpaths, lighting	
13.	Water supply	
14.	Sewage (Chamber, lines, septic tank, STP)	
15.	Storm water drains	
16.	Treatment and disposal of sewage and sullage water	
17.	Solid waste management and disposal	



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18.	Water conservation/ rain water harvesting	
19.	Electrical meter room, sub - station, receiving station.	
20.	Others	

For **M/S POSIEDON HOTELS LLP**

(Signature)

(Designated Partner)

Housiey.com