

On the letterhead of **Neelyog Builders Pvt. Ltd.**

To,

Mr/Ms./M/s. \_\_\_\_\_

(Address)

Dear Madam/ Sir,

Re: Reservation of Residential/Commercial Premises No. \_\_\_\_\_ admeasuring of \_\_\_\_\_ sq. mtrs. of carpet area as defined under the Real Estate (Regulation & Development) Act, 2016, and \_\_\_\_\_ sq. mtrs of carpet area as per the Plan sanctioned by SRA on floor together with \_\_\_\_\_ slot in the stilt/tower/podium/mechanized car parking space/s in the parking layout in the wing A/B/C/D of the Building to be known as “**Neelyog Aarana**” being constructed on the property bearing Final Plot bearing No. 28 of Ghatkopar TPS II with CTS No. 3809 to 3833 ( both inclusive) situated at Laxminarayan Lane, Ghatkopar West, Mumbai- 400 086, having MahaRERA Registration No. \_\_\_\_\_

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**1. Allotment of the said unit:**

This has reference to your request referred to the above subject. In that regard, I/we have the pleasure to inform you that you have been allotted a \_\_\_\_\_ BHK flat/ commercial premises bearing No. \_\_\_\_\_ admeasuring RERACarpet Area \_\_\_\_\_ sq. mtrs. equivalent to \_\_\_\_\_ sq. ft. situated on \_\_\_\_\_ floor in the Building /Project known as “Neelyog Aarana” having MahaRERA Registration No. \_\_\_\_\_ hereinafter referred to as “the said Premises” being developed on land bearing Final Plot bearing No. 28 of Ghatkopar TPS II with CTS No. 3809 to 3833 ( both inclusive) situated at Laxminarayan Lane, Ghatkopar West, Mumbai- 400 086; for a total consideration of Rs. in Rupees \_\_\_\_\_ (Rupees\_in words only) exclusive of GST, stamp duty and registration charges.

The total consideration has been decided on basis of the payment schedule as agreed upon by and between us and your assurance to execute the Agreement for Sale as per the Proforma as per Clause-11 hereunder written.

The total consideration includes the costs of the common areas and facilities appurtenant to the said Premises.

The nature, extent and description of the common areas and facilities shall be as set out in the agreement for sale to be entered into between us.

You are put to the specific notice that the Total Price above excludes Taxes like Service Tax, VAT/ GST which are levied now or any new other taxes which may be levied hereafter either by the Central Government and/or State Government and/or Competent Authority and/or any Authority/Authorities from time to time, by whatever nomenclature in connection with the construction of the building and sale of Premises on the captioned property until completion of the Project

and handing over possession of the said Premises to you which shall be payable by you alone without recourse to us. We shall be entitled to levy and collect escalations/increases, due to increases on account of development charges and/or any cess, Tax, charges etc. by whatever nomenclature being levied and payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority /Local Bodies/Government (Central or State) on and from the date hereof which shall be payable by you alone without recourse to us. Over and above total consideration payable by you to us various deposits, advances, charges, premiums etc., payable under the standard Agreement for Sale shall be paid by you as would be provided therein.

**2. Allotment of car parking space(s):**

Further, we are pleased to inform you that you have been allotted along with the said Premises, car parking space bearing nos. \_\_\_\_\_ admeasuring sq. mtrs. equivalent to \_\_\_ sq. ft. at level basement/ mechanical car parking 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. \_\_\_\_\_ in Rupees \_\_\_\_\_

(Rupees in words only) (this amount shall not be more than 10% of the cost of the said Unit) being \_\_\_% of the total consideration value of the said Premises as booking amount/advance payment on \_\_\_\_\_ through \_\_\_\_\_ (mode of payment). The balance \_\_\_% of the booking amount shall be paid by you in the following manner:

- a) \_\_\_\_\_ on or before \_\_\_\_\_
- b) \_\_\_\_\_ on or before \_\_\_\_\_

If you fail to make the balance of the booking amount within the time stipulated above further action as mentioned in Clause 8 and/or 9 hereunder written shall be taken by us against you.

**4. Disclosure of information:**

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

- a) The sanctioned plans, and layout plans along with specifications approved by the competent authority are displayed at the project site and have also been uploaded on MahaRERA Website.
- b) The stage wise schedule of completion of the project including the provisions for civil infrastructure like water, sanitation and electricity is as stated in Annexure-A attached herewith and

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

**5. Encumbrances:**

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

**6. Further payments:**

Further payments towards the consideration of the said Premises as well as of the covered car parking(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 and in the following manner.

**PAYMENT PLAN**

1. 30% of the total consideration to be paid to the Promoters Before the registration of the Agreement for Sale.
2. 15% of the total consideration to be paid on completion of the Plinth.
3. 5% of the total consideration to be paid on completion of the 2<sup>nd</sup> floor slab of the building in which the said Premises is located.
4. 5% of the total consideration to be paid on completion of the 4<sup>th</sup> floor slab of the building in which the said Premises is located.
5. 5% of the total consideration to be paid on completion of the 6<sup>th</sup> floor slab of the building in which the said Premises is located.
6. 5% of the total consideration to be paid on completion of the 8<sup>th</sup> floor slab of the building in which the said Premises is located.
7. 5% of the total consideration to be paid on completion of the 10<sup>th</sup> floor slab of the building in which the said Premises is located.
8. 5% of the total consideration to be paid on completion of the walls, internal plaster, floorings doors and windows of the said Premises.
9. 5% of the total consideration to be paid on completion of the sanitary fittings, staircases, lift wells, lobbies up to the floor level of the said Premises.
10. 10% of the total consideration to be paid on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building or wing in which the said Premises is located.
11. 5% of the total consideration to be paid on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertaining to the building in which the said Premises is located and all other requirements as may be prescribed in this Agreement.

12.5% against and at the time of handing over of the possession of the Premises to the Member/s on or after receipt of occupancy certificate or completion certificate in respect of the building or wing in which the said Premises is located.

(Note: Each of the instalments mentioned in the sub-clause (ii) and (iii) shall be further subdivided into multiple instalments linked to the number of basements/podiums/floors in case of a multi-storied building /wing.)

All the payments shall be effected only by Account Payee cheque/demand draft/pay orders and be drawn in favour of \_\_\_\_\_ or such other name as may be intimated in writing by the Promoter to the Allottee. No payment made

contrary shall be binding on the Promoter under any circumstances.

**7. Possession:**

The said Premises along with the car parking space(s) shall be handed over to you on or before \_\_\_\_\_ subject to the payment of the consideration amount of the said Premises as well as of the car parking spaces (s) in the manner at the times and as per the terms and condition as more specifically enumerated/stated in the Proforma 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's highest Marginal Cost of Lending Rate plus two percent.

**9. Termination/Cancellation of allotment:**

a) If you fail to pay the subsequent due amount within the agreed period, we shall be entitled to terminate this allotment letter and further, we shall be entitled to forfeit an amount not exceeding 2% of the cost of the said Premises and the balance amount if any shall be refunded without interest within 45 days from the date of expiry of the notice period.

b) 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 15 to 30 days from the issuance of the allotment letter	1% of the total cost of the said Unit
3	Within 31 to 60 days from issuance of the allotment letter	1.50% of the total cost of the said Unit
	After 61 days from issuance of the allotment letter	2% of the total cost of the said Unit

\* The amount deducted shall not be exceed the amount as mentioned in the table above

- c) In the event, the amount due and payable referred to in Clause 9 (a &b) above is not refunded within 45 days from the date of the receipt of your letter requesting to cancel the said booking, you shall be entitled to receive the balance amount with interest **for the delay beyond said 45 days from the date of termination/cancellation**, calculated at the rate which shall be the State Bank of India's highest Marginal Cost of Lending Rate plus 2 two percent.

**10. Other payments:**

You shall make the payment of GST, Stamp Duty and registration charges as applicable and such other payments more specifically mentioned in the said 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 said 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:**

- a) 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 fails to pay the subsequent stage installment, the promoter shall serve upon the allottee a notice calling upon the allottee to pay the subsequent stage installment within 15 (fifteen) days which if not completed, 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 or such amount as mentioned in the Table enumerated in Clause-9 whichever is less. In the 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 shall be applicable even for cases where the booking amount is collected in stages.

- b) 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 of 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 is not complied with, we shall be entitled to terminate this allotment letter and further, we shall be entitled to forfeit an amount exceeding 2% of the cost of the said Premises 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 due and payable referred to 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 receive the balance amount with interest **for the delay beyond said 45 days from the date of termination/cancellation,** calculated at the rate which shall be the State Bank of India's highest Marginal Cost of Lending plus two percent.

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

This allotment letter shall not be constructed to limit our rights and interest upon execution and registration of the agreement for sale between ourselves and yourselves. Cancellation of allotment of the said Premises thereafter, shall be covered by the terms and conditions of the said registered agreement for sale.

- a) **This Allotment Letter is merely an agreement to execute the Agreement for Sale as per the said Proforma.**
- b) **The contract for the allotment shall be concluded only upon the execution and registration of the Agreement for Sale as per the said Proforma.**
- c) **This Allotment Letter shall not be considered as an agreement for the purpose of section, 12, 14, 15, 18 and 19 of RERA Act.**
- d) **You will not be entitled to transfer, sell or assign your rights against this Premises without our written consent and permission until possession is handed over to you and the society is formed.**
- e) **All Letters, receipts and notices issued by us to you and dispatched under certificate of posting to the address known to us, shall be sufficient proof of the receipt of the same by you and shall fully and effectively discharge us, of all our obligations.**
- f) **Upon the cancellation of the allotment, you shall have no claim, right, title or interest to seek allotment of the Premises /Parking and/or against us in any manner howsoever and we shall be at full liberty to make allotment of the captioned Premises and the car parking spaces to any thirdparty which we may**

choose, without any reference or recourse to you in that behalf.

**14. Headings:**

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

For **Neelyog Builders Pvt. Ltd.**

**Director**

**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.

(name of the allottee)

PAN No.

Email No.

Mobile No.

Housiey.com

### **Annexure-A**

#### Stage wise schedule of completion of the project

Sr No	Stages	Date of Completion
1	Excavation	
2	Basements	
3	Plinth	
4	Slabs as per the super structure	
5	Internal walls, internal plaster, completion of floorings, doors and windows	
6	Sanitary electrical and water supply fittings within the said Unit	
7	Staircase, lift wells and lobbies at each floor level overhead and underground water tanks	
8	External plumbing and external plaster, elevation, completion of terraces with waterproofing	
9	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.	
10	Internal Roads & footpaths, lighting	
11	Water supply	
12	Sewerage (chamber, lines, septic tank, STP)	
13	Storm water drains	
14	Treatment and disposal of sewage and sullage water	
15	Solid waste management & disposal	
16	Electrical meter room, sub-station, receiving station	
17	Others	

Note: Aforesaid completion dates are tentative and may vary. It is possible that the work may be completed earlier than what is mentioned above or the same may get delayed for want of approvals and/or for the reasons mentioned in the Force Majeure Clause in the Proforma Agreement for Sale.