

PROVISIONAL ALLOTMENT LETTER

Date: ____,_____, 2024

To,
Mr./ Mrs./M/s. _____.
Address : _____

Mobile No. : _____.
Aadhaar No.: _____.
Pan No. : _____.
Email Id : _____.

Sir/,

Sub: Your request for allotment of Flat and Car Parking space in the project known as "**Om Neeldhara**" to be constructed on all that piece and parcel of land bearing (1) Final Plot No. 228 corresponding CTS No. 5789, admeasuring about 557.70 Sq. Mtrs., (2) Final Plot No. 229 corresponding CTS No. 5792, admeasuring about 623.70 Sq. Mtrs., (3) Final Plot No. 244 corresponding CTS No. 5791, admeasuring about 623.70 Sq. Mtrs., admeasuring an aggregate of 1805.10 Sq. Mtrs. of Village Ghatkopar Kirol, at R.B. Mehta Road, Near Patel Chowk, Ghatkopar East, Mumbai - 400 077, within the Registration District and Sub-District of Mumbai Suburban.

1. Allotment of the said Flat:

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, admeasuring about ____ Sq. Ft. RERA Carpet area equivalent to ____ Sq. Mtrs. (Built Up), situated on the ___ floor, ___ wing, in the project known as "**Om Neeldhara**", having Maha RERA Registration No. _____, hereinafter referred to as "**the said Flat**", being developed on all that piece and parcel of land, bearing (1) Final Plot No. 228 corresponding CTS No. 5789, admeasuring about 557.70 Sq. Mtrs., (2) Final Plot No. 229 corresponding CTS No. 5792, admeasuring about 623.70 Sq. Mtrs., (3) Final Plot No. 244 corresponding CTS No. 5791, admeasuring

about 623.70 Sq. Mtrs., admeasuring an aggregate of 1805.10 Sq. Mtrs. of Village *Ghatkopar Kiroi*, at R.B. Mehta Road, Near Patel Chowk, Ghatkopar East, Mumbai - 400 077, within the Registration District and Sub-District of Mumbai Suburban for a total consideration of Rs. _____/-(Rupees _____ Only) exclusive of GST, stamp duty and registration charges and the payment shall be made as per Details of Slab Installments annexed hereto and marked as Annexure "B".

2. Allotment of parking space(s):

Further we have the pleasure to inform you that you have been allotted along with the said Flat, Garage(s) bearing No(s). ____, admeasuring about ____ Sq. Ft. equivalent to ____ Sq. Mtr. / Car parking space(s) at level basement/ Ground bearing No(s). ____, admeasuring about ____ Sq. Ft. equivalent to ____ Sq. Mtr. / Stilt Car parking bearing No(s). ____, admeasuring about ____ Sq. Ft. equivalent to ____ Sq. Mtr. / Mechanical Car parking bearing No(s). ____, admeasuring about ____ Sq. Ft. equivalent to ____ Sq. Mtr. on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourself/yourselves.

3. Covenants

You are aware and agree and confirm that: -

- (i) All benefits including our right to use, utilize, consume and exploit balance FSI / TDR and other benefits, etc., available now or in future in respect to the Property as may be permitted as also TDR shall exclusively belong to us;
- (ii) We shall be entitled to rights and benefits etc. available now or available in future in respect of the Property or other properties as the case may be and until the entire FSI, TDR and all other rights and benefits etc. available now or available in future in respect of the said Property are utilized / consumed and until the completion of construction of all the building being developed on the Property and until all Flat in the building are sold and until all amounts including the consideration amount in respect of sale of such Flats are received, we shall not be liable for formation of any organization and shall not be required to execute conveyance / lease / any other documents in respect of the said Property.

4. Receipt of part consideration:

We confirm to have received from you an amount of Rs. _____/- (Rupees _____ Only), being ____% of the total consideration value of the said Flat as booking amount /advance payment on dd/ mm/ yyyy, through mode of payment.

5. Payment of consideration:

- a) It is hereby agreed that payment of each installment shall be made within a period of 7 (Seven) days of our intimation, failing which, we shall be at liberty to charge interest @ 15% p.a. on the outstanding amounts.
- b) Time for making payment of the above installments is the essence of this contract. You have further confirmed to us that an intimation (at your address mentioned above) 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.
- c) All letters, receipts and notices, issued by us to you and dispatched to the Postal Address/Email id mentioned above, shall be sufficient proof of the receipt of the same by you and shall fully and effectively discharge us of all our obligations. However, it is agreed by you that failure to receive intimation from us, requiring such payment shall not be a plea, or an excuse for non-payment of any amount or amounts.
- d) While making the payment of aforementioned installments, you shall be liable and responsible to deduct TDS (presently at the rate of 1% of the amount paid) as may be applicable from time to time. You shall furnish us TDS Certificate in Form 16B and Form 26QB within 7 (seven) days from the date of payment to us, failing which, you shall be liable to pay interest at the rate of 15% per annum.

6. 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 are displayed at the project site and has also 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 is as stated in the Details of Slab Installments and marked as Annexure - A attached herewith and
- iii) The website address of MahaRERA is <https://maharera.mahaonline.gov.in/#>

7. 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 Flat.

8. Further payments:

Further payments towards the consideration of the said Flat as well as of the 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 yourself/ yourselves.

9. Possession:

The said Flat along with the car parking spaces(s) shall be handed over to you on or before _____ subject to the payment of the consideration amount of the said Flat as well as of the 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 yourself/ yourselves.

10. 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.

11. Cancellation of Allotment:

- a) In case you desire to cancel the booking, an amount as per clause No. 11(b) 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.
- b) If the letter requesting to cancel the booking is received, the amount to be deducted as under:
- i. within 15 days from issuance of the allotment letter; **Nil;**
 - ii. within 16 to 30 days from issuance of the allotment letter; **1% of the cost of the said Unit/Flat;**
 - iii. within 31 to 60 days from issuance of the allotment letter; **1.5% of the cost of the said Unit/Flat;**
 - iv. after 61 days from issuance of the allotment letter; **2% of the cost of the said Unit/Flat;**
- c) The amount deducted shall not exceed the amount as mentioned under clause No. 9(a) hereinabove.
- d) In the event the amount due and payable referred in Clause 11 (a) hereinabove 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.

12. **Other payments:**

- a) 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.
- b) At the time of execution of the Agreement for Sale or before we have offered you possession of the said Flat or on our demand, you shall be liable to pay to us, in addition to the Sale Price, various deposits/charges/fees such as share money deposit, society formation charges, electricity meter deposit, development charges, gas connection, common maintenance charges, service charges, security deposits, legal fees, betterment charges, property taxes and such other levies which may be imposed by the concerned local authorities, state/central government and or public authority, outgoings, club house charges, corpus etc. as may be demanded by us. It is hereby clarified that list of these charges are indicative and not exhaustive. It is further agreed and confirmed that you will not be entitled to occupy and we shall not be liable to hand over occupation of the said Flat to you, unless until you have made all the payments in respect of the said Flat.

13. **Proforma of the Agreement for Sale and binding effect:**

The proforma of the Agreement for Sale to be entered into between ourselves and yourself/yourself 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 yourself/yourself until compliance by yourself/ yourself of the mandate as stated in Clause 12.

14. **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.
- ii) 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 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 without interest within 45 days from the date of expiry of the notice period.
- iii) 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.

15. **Mortgage:**

You confirm that we are entitled to raise finance and create mortgage on the said Property (excluding the said Flat) however, we shall furnish NOC, if required.

16. **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 yourself/ yourselves. Cancellation of Allotment of the said Unit/Flat thereafter, shall be covered by the terms and conditions of the said registered document.

17. **Headings:**

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

Yours Faithfully

MR. _____,
M/s. D. D. DEZINES GROUP,
AUTHORISED SIGNATORY/PARTNER

I/We Confirm

(Applicant)

PAN No. : _____

Annexure - A

Stage wise time schedule of completion of the project

Sr. No.	Stages	Date of Completion
1.	Excavation	
2.	Basements (if any)	

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

Annexure "B"
Details of Slab Installment

Sr. No.	Particulars	Due %	Amount
1	Earnest Booking Money	10%	Rs. _____/-
2	After Execution of Agreement	10%	Rs. _____/-
3	On Completion of Excavation	10%	Rs. _____/-

4	on Completion of Plinth	15%	Rs. _____/-
5	on Completion of 1 st Slab	2.5%	Rs. _____/-
6	on Completion of 2 nd Slab	2.5%	Rs. _____/-
7	on Completion of 3 rd Slab	2%	Rs. _____/-
	on Completion of 4 th Slab	2%	Rs. _____/-
	on Completion of 5 th Slab	2%	Rs. _____/-
	on Completion of 6 th Slab	2%	Rs. _____/-
	on Completion of 7 th Slab	2%	Rs. _____/-
	on Completion of 8 th Slab	2%	Rs. _____/-
	on Completion of 9 th Slab	2%	Rs. _____/-
	on Completion of 10 th Slab	2%	Rs. _____/-
	on Completion of 11 th Slab	2%	Rs. _____/-
	on Completion of 12 th Slab	2%	Rs. _____/-
8	on completion of the Walls, internal plaster, floorings, doors and windows of the said Flat	5%	Rs. _____/-
9	on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Flat	5%	Rs. _____/-
10	on completion of the external plumbing and external plaster, elevation, terraces with waterproofing, of the building	5%	Rs. _____/-
11	on completion of the lifts, water pumps, electrical fittings, entrance lobby's of the building.	5%	Rs. _____/-
12	on completion of the Electro Mechanical & Environment Requirements, Plinth Protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building.	5%	Rs. _____/-
13	Balance at the time of Possession	5%	Rs. _____/-
	Total	100%	Rs. _____/-