

Deviation / Modification is highlighted in Yellow Colour

Deletion of Model Form of Allotment Letter is in Strikethrough

ALLOTMENT LETTER

No.

Date:

To,

Mr./Mrs./Ms. _____

R/o. _____

(Address)

Telephone/ Mobile No: _____

PAN No.:

Aadhar No.:

Email ID:

Sub.: Your request for allotment of flat/ commercial premises in the project known as "**The Empire Tower**", having MahaRERA Registration No._____.

Sir/ Madam,

1. (i) Allotment of the said Flat/Unit:

This has reference to your request referred at the above subject. In that regard, I/ we have the pleasure to inform you that you have been tentatively allotted a _____ BHK Flat/Unit bearing No. _____ admeasuring RERA Carpet area _____ sq. mtrs. equivalent to _____ sq. ft. situated on _____ floor in Building _____ / Tower _____ / Block _____ / Wing _____ in Phase "I" of the project known as "**The Empire Tower**", having MahaRERA Registration No. _____, hereinafter referred to as "the said Flat/Unit", being developed on land known as 'Sheetal Estate' at Grant Road (E), Mumbai 400 007 C.S. Nos. 1190, 1191, 1/1191, 2/1191, 4/1191, 1192, 1/1192, 1193, 1194, 3A/1191 and 1A1/1191 with the development to be extended to further phases on completion of acquisition of adjoining properties as proposed by the Promoter. The total consideration for the said Flat is Rs. _____ (in figures) _____/- (Rupees _____ (in words) only)

exclusive of GST, stamp duty and registration charges and other charges as set out in the Agreement for Sale to be entered between ourselves and yourselves.

(ii) **Allotment of parking space(s):**

Further I/ we have the pleasure to inform you that you have been allotted along with the said unit, garage/covered car parking space at _____ level basement /podium/stilt /mechanical car parking unit bearing No._____ admeasuring _____ square feet having _____ feet length x _____ feet breath x _____ feet vertical clearance on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves

OR

Allotment of open car parking:

*Further I/We have the pleasure to inform you that you have been allotted an open car parking bearing No._____ having _____ feet length x _____ feet breadth without consideration.

(*strike of which is not applicable)

Allotment of garage / covered parking space:

*Further I/ we have the pleasure to inform you that you have been allotted along with the said unit, garage/covered car parking space at _____ level basement /podium/stilt /mechanical car parking unit bearing No._____ admeasuring _____ square feet having _____ feet length x _____ feet breath x _____ feet vertical clearance on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves

OR

Allotment of open car parking:

*Further I/We have the pleasure to inform you that you have been allotted an open car parking bearing No._____ having _____ feet length x _____ feet breadth without consideration.

(*strike of which is not applicable)

(iii) **Allotment of parking space(s):**

Allotment of garage / covered / open parking space:

Further I/ we have the pleasure to inform you that you have been allotted along with the said unit, garage/covered car parking space at __ level basement /podium/stilt /mechanical car parking unit **in accordance with the size specifications as may be mandated by the Planning Authority** on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves

The Allotment of the Flat and Parking is tentative and subject to your executing the Agreement for Sale as would be drafted by our Advocates & Solicitors and which would be similar for all premises purchasers. The Agreement for Sale will be required to be executed by you within 30 days hereof.

2. Receipt of Booking Advance:

Note: The total amount accepted under this clause shall not be more than 10% of the cost of the said Flat/Unit.

We hereby confirm the payment of Rs. _____/- (Rupees _____ Only) equivalent to 10% of Consideration Amount towards Booking Advance, as per below mentioned cheque details:

Cheque No.	Drawn on/ dated	Amount in Rs.

3. Disclosure of information:

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

- i) The sanctioned plans, layout plans, along with specifications, approved by the competent authority **as also timelines for the work undertaken** displayed at the project site and has also been uploaded on MahaRERA website.

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

iii) You hereby specifically agree that we have given you sufficient information regarding our Project and the Flat/Unit you propose to purchase. You have made your request for allotment of subject Flat/Unit, without relying on any of the publicity materials/ advertisements published in any form or any channel by the us or any third party in the past. You further confirm and undertake to not make any claim against us or seek cancellation of the allotment or refund of the monies paid for reason of anything contained in the publicity material / advertisement published in any form or in any channel.

4. Encumbrances:

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

5. Payment Schedule of Total Consideration:

The payment of Total Consideration Amount shall be made by you as per the payment schedule specified in Annexure "A" annexed hereto:

The Consideration Amount as mentioned hereinabove is escalation free, save and except escalations/increases, due to increase on account of Development Charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the MCGM/Government from time to time.

We shall send a demand letter for each of the above payment mentioning the amount of payments towards each head including default interest etc. and the due date for such payment which shall be 7 (seven) days from the date of such demand.

6. Possession:

The said Flat/Unit along with the car parking space(s) shall be handed over to you on or before 31/12/2029 subject to the payment of the consideration amount of the said Flat/Unit as well as of the car parking space(s) and all other

dues payable under the Agreement in the manner and at the times as well as per the terms and conditions more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

7. 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.

All the payments to be made by you shall be first adjusted towards the default interest and then towards the payment of instalments of Consideration Amount or other payments as mentioned herein.

8. Cancellation of allotment:

i. 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 16 to 30 days from issuance of the allotment letter;	1% of the cost of the said Flat/Unit;
3	within 31 to 60 days from issuance of the allotment letter;	1.5% of the cost of the said Flat/Unit;
4	After 61 days from issuance of the allotment letter.	5% of the cost of the said Flat/Unit;

9. Other payments:

Apart from the Consideration Amount, you shall pay to us various amounts towards miscellaneous charges which would be similar to such as are paid by

other Flat Purchaser/Allottee on or before delivery of possession of the subject Flat/Unit, as per our demand letter: -

- i) share money, application entrance fee of the Society.
- ii) Society formation and registration charges;
- iii) for proportionate share of taxes and other charges/levies in respect of the Society.
- iv) for Deposit towards provisional monthly contribution towards outgoings of Society for a period of 12 months.
- v) For Deposit towards water, electric and other utility and services connection charges.
- vi) for deposits for electrical receiving and sub-station provided in layout.
- vii) Legal cost, charges and expenses, including professional costs of Advocates/ Solicitors of the Developer/Promoter in connection with formation of the Society and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the deed of assignment/ deed of conveyance
- viii) Membership admission fees of Society.

Charges of Mahanagar Gas Limited (MGL) on actuals shall be paid by the Allottee/s.

10. Proforma of the agreement for sale:

The proforma of the agreement for sale to be entered into between ourselves and yourselves is uploaded on the RERA Website and the same may be modified as the exigencies of the circumstances may require with all modifications being similar for all Premises Allottees and the same shall have a binding effect only on execution of the same.

11. Execution and registration of agreement for sale:

Against payment of a further 20% of the consideration within the agreed timelines, the Agreement for Sale of the said Flat and Parking will be required to be executed. All Stamp Duty, Registration Charges as well as GST as applicable will be payable by the Allottee.

12. Any communication including demand letter shall be sent to you via email on your email address _____ or by post/courier at your address mentioned hereinabove. We shall not be responsible for non-receipt of our communications to you in case of any change in the address or email address not notified to us in writing and any such communication shall be deemed to be served upon you on the same being issued from our end.

13. This allotment is subject to the provisions of Real Estate (Regulation and Development) Act, 2016, Rules and Regulations as applicable for the state of Maharashtra.

Signature _____

Name _____

(Promoter(s)/ Authorized Signatory)

(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.

Signature _____

Name _____

(Allottee/s)

Date: _____

Place: _____

Annexure "A"

PAYMENT SCHEDULE	
Stage	Amount (In Rs.)
10% of the consideration amount i.e. Booking	

Amount	
20% of the consideration amount to be paid on execution of Agreement for Sale Or on receipt of Commencement Certificate, whichever is earlier.	
15% of the consideration amount to be paid within 7 days on completion of Plinth of the new building in which the subject Flat/Unit is located.	
25% of the consideration amount to be paid within 7 days on completion of each of the slabs of the new building in which the subject Flat/Unit is located. The detailed Demand Letter shall be issued in regards to the same.	
5% of the consideration amount to be paid within 7 days on completion of walls, internal plaster, flooring, doors and windows of the subject Flat/Unit.	
5% of the consideration amount to be paid within 7 days on completion of sanitary fittings, staircases, lobby upto the floor of subject Flat/Unit.	
5% of the consideration amount to be paid within 7 days on completion of external plumbing, external plaster, elevation, terraces with waterproofing of the new building in which the subject Flat/Unit is located.	
10% of the consideration amount to be paid within 7 days on completion of lifts, water pumps, electrical fittings, entrance lobby/s, plinth protection, paving of areas appertain as stated in the Agreement for sale.	
5% of the Consideration Amount i.e. balance amount to be paid at the time of handing over possession of the subject Flat/Unit on or after	

receipt of occupancy certificate or completion certificate.	
Registration Fees, Scanning Charges and other incidental expenses payable for execution and registration of Agreement for Sale.	On Actuals To be paid directly to the authorities/service provider
GST or other Taxes – On actuals.	On Actuals as per the demand letter by us.

For M/s. Samak Constructions Pvt. Ltd.

Authorized Signatory

Housiey.com