

# Shivani

## Builders and Developers

A-104 , Aadeshwar Krupa , Shanti Park, Opp. Bank Of India , Mira Road (E ) - 401107.

### ANNEXURE 'A' ALLOTMENT LETTER

No.

Date: 25/03/2025

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  
"Shivani Rudram" having MahaRERA Registration  
No. \_\_\_\_\_**

Sir/Madam,

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

This has reference to your request referred at the above subject. In that regard, I / We have the pleasure to inform that you have been allotted a \_\_\_\_\_ BHK flat premises bearing No. \_\_\_\_\_ admeasuring RERA Carpet area \_\_\_\_\_ sq. mtrs. Equivalent to \_\_\_\_\_ sq.ft. Situated on \_\_\_\_\_ floor in Building \_\_\_\_\_ in the project known as Shivani Rudram, having MahaRERA Registration No. \_\_\_\_\_ hereinafter referred to as "the said unit", being developed on land bearing **CTS No.1112, 1112/1 to 127, of Village Kandivali, M.G. Cross Road no.1, Sai Nagar, Taluka Borivali, Kandivali- West, Mumbai- 400067.**

For a total consideration of Rs. \_\_\_\_\_ (Rupees  
\_\_\_\_\_ only)  
exclusive of GST, stamp duty and registration charges.

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### 2. Allotment of Closed car parking:

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 sq. ft. having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breadth x \_\_\_\_\_ ft. vertical clearance on the terms and conditions as shall be enumerated in the agreement for the sale to be entered into between ourselves and yourselves

OR

### 2. 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 \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breadth without consideration.

### 3. Receipt of part consideration:

**A.** You have requested us to consider payment of the advance payment in stages which request has been accepted by us and accordingly I / We confirm to have received from you and amount of Rs. \_\_\_\_\_ in figures (Rupees \_\_\_\_\_

\_\_\_\_\_ in words) being \_\_\_\_\_ % of the total consideration value of the said unit as advance payment on \_\_\_\_/\_\_\_\_/\_\_\_\_ through \_\_\_\_\_ mode of payment.

The balance \_\_\_\_\_ % of the advance payment shall be paid by you in the following manner.

**a)** Rs. \_\_\_\_\_ in figures \_\_\_\_\_ % (Rupees \_\_\_\_\_ in Words) on \_\_\_\_\_ 45% completion of construction work.

**b)** Rs \_\_\_\_\_ in figures \_\_\_\_\_ % (Rupees \_\_\_\_\_ in words) on \_\_\_\_\_ 65% completion of construction work.

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c) Rs. \_\_\_\_\_ in figure \_\_\_\_% (Rupees \_\_\_\_\_  
\_\_\_\_\_ in words) on 75%  
completion of construction work.

d) Rs. \_\_\_\_\_ in figure \_\_\_\_% (Rupees \_\_\_\_\_  
\_\_\_\_\_ in words) on 95%  
completion of construction work.

Note: The balance amount of the said unit will be paid on the possession/ handover of said unit.

**B.** If you fail to make the balance \_\_\_\_\_ advance payment without the time period stipulated above further action as stated in Clause 9 hereunder written shall be taken by us as against you.

**C.** The above payment received by me/us have been deposited in Rera Designated Collection Bank Account no **777705009162**, **ICICI Bank, Mira Road East Branch Surya Shopping Centre, Sector 5, Shrishti Residential Complex, Mira Road East, Thane - 401104**. In addition to the above bank account, we have opened in the same bank, Rera Designated Separate Bank Account and Rera Designated Transaction Bank Account having Account No **777705009163** and **777705009168** respectively.

**Note:** For projects where promoters have Area Share, the three bank accounts of the project of all promoters shall be listed. For projects where promoters have Revenue Share the three bank accounts of all promoters as well as the Rera Designated Master Bank Account of the Project shall be listed.

#### 4. Disclosures 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 are displayed at the project site and have also been uploaded on MahaRERA website.

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ii) The state 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

iii) The website address of MahaRERA is

<https://maharera.mahaonline.gov.in/#>

### **5. Encumbrances:**

I/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 as well as of the garage(s) /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 shall be handed over to you on or before **31/03/2029** subject to the payment of the consideration amount of the said unit as 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.

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### 9. 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 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.

\*The 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

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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 of the part of us and you until compliance by yourselves of the mandate as stated in Clause 12.

### **12. 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.

\*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 complied, 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 no event the amount to be forfeited shall exceed the amount mentioned in the above referred Table. Except for the above all the

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terms and conditions as enumerated in this allotment letter shall be applicable even for cases where booking amount is collected in stages.

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 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.

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 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 thereafter shall be covered by the terms and conditions of the said registered document.

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### 14. Headings:

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

**For SHIVANI BUILDERS & DEVELOPERS**

Signature.....*Quh.*.....**PARTNER**

Name **M/s Shivani Builders and Developers**

(Authorized Signatory)

(Email ID)

Date.....

Place: .....

Housiey.com



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### 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 superstructure	
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 tanks	
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 equipments as may be required to complete project as per specifications in agreement of sale, any other activities.	

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12	Internal roads & footpaths, lighting	
13	Water supply	
14	Sewerage (Chamber, lines, septic tanks STP)	
15	Storm water drains	
16	Treatment and disposal of sewage and silage water	
17	Solid waste management & disposal	
18	Water conservation / rain water harvesting	
19	Electrical meter room, sub-station receiving station	
20	Others.	

Promoter (s) / Authorized  
For SHIVANI BUILDERS & DEVELOPERS

*Quh.*

**PARTNER**

Signatory