

ALLOTMENT LETTER

No.

Date:

To,

Mr/Mrs/Ms.....

R/o.....

(Address)

Telephone/Mobile number.....

Pan Card No:

Aadhar Card No:

Email id:

Sir/Madam,

Sub:- **Allotment of Flat bearing No. [•] admeasuring [•] square feet (RERA carpet area) on [•] Floor, in the D Wing of the Building No 1 also known as Salvia in the project proposed SUPREMO Phase-I ("said Flat") to be constructed on a portion of land bearing CTS Nos. 1289 (Part), 1290 (Part), 1292 (Part) to 1297 (Part) of Village- Mulund (East), Taluka- Kurla in the registration District and sub district of Mumbai City and Mumbai Suburban ("said Property").**

1. Allotment of the Apartment :

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 flat bearing No _____ admeasuring RERA carpet area _____ sq. mtrs. equivalent to _____ sq.ft. situated on _____ floor in the D Wing of the Building No. 1 also known as "**SALVIA**" in the **Project known as SUPREMO Phase- I, located at 90 Feet Road, Near Kelkar College, Mulund (East), Mumbai:- 400081** having MahaRERA Registration No. _____, hereinafter referred to as "**the Apartment**", being developed on land all that piece or parcels of land bearing **1289 (Part), 1290 (Part), 1292 (Part) to 1297 (Part)** all of village Mulund (East), TALUKA:-Kurla,

Mumbai Suburban District or ground situate lying and being at 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 we have the pleasure to inform that you have been allotted along with the Apartment, garage(s) bearing No(s) _____ admeasuring _____ sq.mtrs equivalent to _____ sq.ft/ covered car parking space(s) at _____ level basement/ podium bearing No(s) _____ admeasuring _____ sq.mtrs. equivalent to _____ sq.ft/ stilt parking bearing No(s) _____ admeasuring _____ sq.mtrs equivalent to _____ sq.ft/ mechanical car parking unit 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:

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

4. 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 Annexure- A attached herewith and
- iii) The website address of MahaRERA is <https://maharera.mahaonline.gov.in/#>

iv) We shall have full right and absolute authority and shall be entitled to, at any time hereafter change alter and amend the layout plans designs elevation etc. of the Building and/or the Property without affecting the area location and size of the flat agreed to be allotted to you and you shall not have any objection in this regard and irrevocable consent to the same.

v) That you shall not be entitled to nor shall he/she/they/demand sub division of the Property or be entitled to any FSI exceeding the FSI used and consumed in the Building out of any FSI available now or in future and that you and/or the society/association of purchasers shall not be entitled to put up any further or additional construction on the Building exceeding the FSI consumed therein at the time of grant of the Occupation Certificate for any reason whatsoever.

vi) The Flat shall be used for residential use only.

vii) As a discount being given to you, you have agreed not to sell, transfer, assign or dispose off the Flat for a period of [●] years ("lock-in period") from the date hereof. In the event, you wish to exit after the lock-in period you shall be required to take prior written approval from us in that regard. You shall not be entitled to deal with the Flat directly and such transaction can take place only through us and not by you directly, so as to maintain price parity.

viii) You shall be liable to pay further charges and other dues (over and above the Sale Consideration), which shall be payable at the time of possession of the Flat, which are as under. We shall not be liable, responsible and / or required to render any account in respect of the amounts mentioned herein below:

ix) Sr. No.	Description	Amount (Rs.)
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1	Non –refundable legal charges and expenses	
2	Non-refundable for share money, application, entrance fee of the society	
3	Non-refundable deposit towards installation of cable, electric meter, MGL Line (without meter), water meter.	
4	Being [●] year Non-refundable charges towards proportionate share of maintenance @ Rs. [●] on carpet	
5	Non-refundable towards development fund of the society	
6	Non-refundable Infrastructure & Development Charges	
7	Any other charges	
	Total	

x) You have already taken inspection of the approvals, plans and other documents and have also satisfied yourself about our entitlement to develop the Property and agree not to raise any concern, demand, dispute, claim of any nature whatsoever.

xi) You hereby declare/s that you have gone through the Title Certificate issued by the Advocate and have fully satisfied with the title of our development to the Property and thereafter you have agreed to acquire and purchase the said Flat from us and hereafter you shall not raise any objection or requisition in that behalf.

xii) The Sale Consideration and the amounts mentioned herein, and all other amounts payable by you to us, are exclusive of all taxes, levies, duties, cesses, etc. Any and all taxes, including Service Tax and /or VAT and/ or GST, levies, duties, cesses etc. (whether applicable/payable now or become applicable/payable in future), whether on Sale Consideration or on other amounts payable in respect of the said Flat and/or in respect of the transaction contemplated herein, shall be borne and paid by you alone, and we shall never be liable, responsible and/or required to bear, and/or pay the same or any part thereof. The Sale Consideration and all other amounts payable by you to us, are subject to tax deduction at source ("TDS"). It is hereby clarified that GST will be collected pro-rata along with every payment of the Sale Consideration as mentioned above.

xiii) It is hereby clarified that the amounts mentioned hereinabove do not include the dues for electricity, gas and other bills for the said Flat and you shall be liable to pay electricity, gas and other bills for the individual meters separately. It is further clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and that you agree to pay to us such other charges or such other amounts under such heads or increase in any of the amounts as we may indicate without any demur.

xiv) You shall be liable to pay escalation / increase in the Sale Consideration, if such escalation/ increase is on account of any development charges payable to the competent authority and/or any other increase in charges, which may be levied or imposed by any competent authority from time to time.

xv) We are entitled to develop the said Property or any part thereof, in such manner as we deem fit including putting up any additional floor or floors, additional constructions, etc. and use the same for such purpose or purposes as we may desire. We are also entitled to mortgage the said Property and/or the building(s) to be constructed thereon or any part thereof, to enable us to augment the funds at any time hereafter, in such manner as we may deem fit.

5. Encumbrances:

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

6. Further payments:

Further payments towards consideration of the Apartment shall be made by you, in manner and at 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:

i) Subject to Force Majeure circumstances and/or Other Circumstances, and provided you are not in default of any of the terms and/or conditions contained herein including default in payment of the Sale Consideration, applicable taxes or any part thereof, we shall endeavor to complete the construction of and handover the said Flat to you on or before 31st December 2029 subject to a grace period of 6 (six) months ("1st July 2030").

ii) You hereby agree and confirm that we shall not be responsible for the refund of any of the applicable taxes including Service Tax, VAT, GST, Stamp Duty and Registration Charges or any other tax, levy, statutory charges paid by you to us and/or collected by us from you.

iii) You shall at no time demand partition of the Building and/or said Property and/or the Project and/or your interest, if any, therein and the same shall never be partitioned.

iv) On performance of all the obligations by you including the payments of all the amounts including the Sale Consideration, and on completion of the Project, you shall apply to the society/ association of purchasers to be admitted as a member of the society/ association of purchasers. You shall sign all necessary applications,

letters, documents and other papers and writings for the purpose of becoming a member of the society/ association of purchasers. We may cause and register a conveyance or a lease, at its own discretion, in respect of the said Property, in favour of the society/ association of purchasers that will be formed by us.

v) You cannot sell, mortgage, assign, underlet or sub-let the Flat or your interest or benefit factor of this letter or part with the possession of the Flat until you obtain our prior written consent. The incumbent transferee shall abide by the terms and conditions of this letter.

vi) Upon handing over possession of the Flat you hereby undertake not to make any major alterations / changes / modifications in the Flat or make two entry / exit points within the Flat or alter the location of the main door of the Flat which may ultimately result in changes in the floor plan of the Building in which the Flat is situated. In future if any of such alterations are carried out by you in the Flat, the same shall be deemed to be made by you at your sole risk and without our approval and shall be declared as illegal and unauthorized.

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.

9. Cancellation of Allotment:

i. In case you desire to cancel the booking before entering into an Agreement for Sale 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 Apartment;
3.	Within 31 to 60 days from issuance of the allotment letter	1.5% of the cost of the Apartment
4.	After 61 days from issuance of the allotment letter	2% of the cost the Apartment.
5.	Brokerage also if any paid to the Real Estate Agent shall be deducted.	

*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.

iii. On breach of any of the terms and conditions by you, you shall cease to have any right, title, interest, claim or demand etc. of any nature whatsoever either against us or against the said Flat.

iv. All the cost, charges and expenses including stamp duty and registration charges on this letter of allotment and/or any other document executed pursuant to this letter of allotment and/or on the agreements and/or in respect of the transaction contemplated herein shall be borne and paid by you alone.

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 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.

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, 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 Apartment 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) We are not making any statement, declaration, representation, warranties, guarantees etc. with respect to the show flat, the height of the ceiling of the show flat, measurements, layout and

area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artifacts, designs and all other items, lobby, landscaping, amenities, etc., and do not warrant and/or guarantee the accuracy with respect to the same, and the same shall not be provided by us, in the said Flat and/or any other flat and/or in the Building. The show flat, height of the ceiling of the show flat, measurements, layout and area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities, etc., and the information and depictions of the show flat, height of the ceiling of the show flat, measurements, layout and area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities, etc., shall not be relied upon by you as statements and/or representations of fact, and you have not agreed to acquire the said Flat on the basis of such show flat, height of the ceiling of the show flat, measurements, layout and area of the show flat, paints, fixtures and fittings, furniture, devices, appliances, electrical fittings, interiors, artefacts, designs and all other items, lobby, landscaping, amenities, etc., or any part thereof and the same do not form and are not intended to form any part of the transaction contemplated herein. The details of the said Flat to be allotted shall be mentioned in the agreement for sale to be executed for the said Flat and the same shall be final.

- iv)** Time for payment of the Sale Consideration and/or other amounts and performance of all obligations by you including execution and registration of agreement for sale with respect to the said Flat, are the essence of the contract.

v) If you fail and/or are otherwise unable to pay any of the installment of the Sale Consideration and/or other amounts on their respective due date and/or perform any other obligations in accordance with this letter of allotment, then in that event we shall, without prejudice to any other right and/or remedies that we may have against you under the law and/or otherwise, be entitled to receive and recover from you and you shall pay to us, interest at the rate specified under the RERA Rules per annum which is State Bank of India highest Marginal cost of Lending Rate plus two percent on the outstanding amount from the due date of the said outstanding amount till the date of actual payment thereof.

13. Validity of allotment letter:

i. Upon the execution hereof we shall not offer the Flat to any other third party, unless this allotment letter is cancelled or terminated in the manner contemplated in this letter.

ii. You hereby expressly admit, acknowledge and confirm that the particulars or details given in any advertisement or brochure by us and/or by our agent/s to you and/or to your agent/s, is only for the purpose of understanding of the said Project. You hereby expressly admit, acknowledge and confirm that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained / given in any advertisement or brochure, by us and/or by our agents to you and/or to your agents, other than such terms, conditions and provisions as are contained or incorporated in this letter either expressly, impliedly or by law, shall be deemed to form part of this letter. You declare that you have executed this letter after reading and understanding and being explained the contents of this letter and undertake not to raise any objection and hereby waive your right to raise such objection in that regard. Further, you confirm and undertake not to seek any amendment, modification and/or change in the terms and conditions of this letter and hereby waive your right in that regard.

iii. You are requested to keep this writing / the contents thereof in confidence and not to disclose the same to any third party and you shall neither use, nor reproduce for use in any manner whatsoever this writing / the contents thereof.

In the event of any violation of this term, you shall be entitled to treat this writing as withdrawn and cancelled.

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

14. Headings:

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

Signature.....

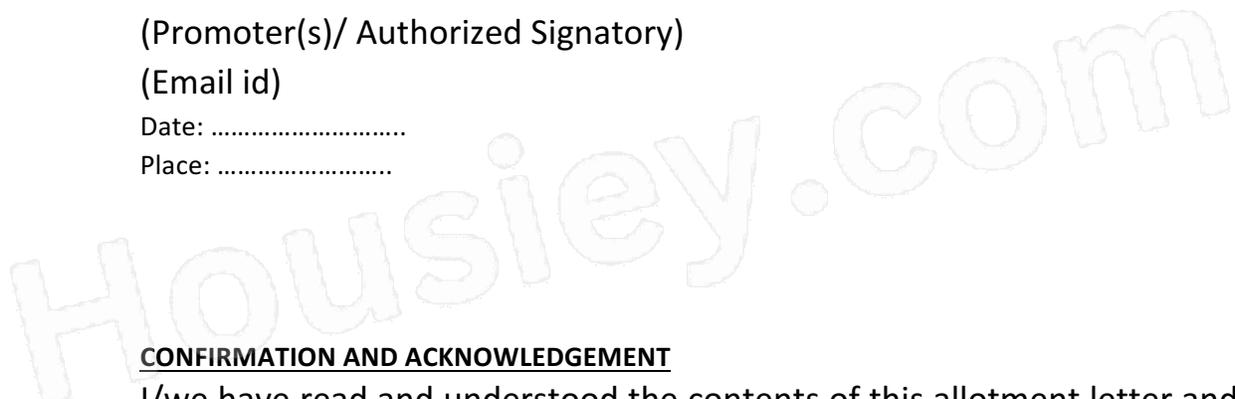
Name.....

(Promoter(s)/ Authorized Signatory)

(Email id)

Date:

Place:



CONFIRMATION AND 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**Stage wise time schedule 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, door 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 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 for 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	

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