

Date: [_____]

No. [_____]

To,

R/o _____

Contact No. _____

PAN Card No. _____

Aadhar Card No. _____

Email ID: _____

Sub: Your request for allotment of flat/ commercial premises along with car parking space(s) in the project known as _____, having MahaRERA Registration No. _____.

Sir/ Madam,

1. Allotment of the said unit and car parking space:

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 residential/ commercial premises bearing Flat/ Unit No. _____ admeasuring RERA Carpet area _____ sq. mtrs equivalent to _____ sq. ft. situated on _____ floor of Wing/ Tower _____ in the project known as _____ (“**Project**”) having MahaRERA Registration No. _____, hereinafter referred to as “the said unit”, being developed on portion of land bearing Plot Nos. 28, 29, 32 and 33 admeasuring 7400 square meters, in aggregate, all in Sector 17 of the layout of land situate, lying and being at Village Vashi, Taluka Thane, District Thane of Vashi, Navi Mumbai within the limits of Navi Mumbai Municipal Corporation and City and Industrial Development Corporation and within the limits of Sub-Registrar of Thane and Registration District Thane, along with allotment of _____ (____) covered car parking space in the _____ level of the proposed Project, for a total consideration of Rs. _____/- (Rupees _____ Only) exclusive of GST, stamp duty and registration charges.

2. Identification of covered parking space(s):

Further, the identification of the allotted covered car parking space will be finalized at the time of execution and registration of 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. _____/- (Rupees _____ Only), being 10% (ten percentage) of the total consideration value of the said unit and car parking

space as booking amount/ advance payment on ____ through _____. This booking amount/ advance payment shall be adjusted towards the total consideration upon execution of the Agreement for Sale and shall remain with us until then and will not carry any interest.

4. Disclosure 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 <http://maharera.mahaonline.gov.in/#>

5. Encumbrances:

We have created the following encumbrance(s) as enumerated hereunder inter-alia on the Project Land:

- i) By and under a Deed of Mortgage dated 27th December 2022, registered with the Office of the Sub Registrar of Assurances at Vashi under Serial No. TNN8-24610-2022, a mortgage has been created over the said project land by us in favour of Kotak Mahindra Trusteeship Services Limited (being the security trustee) and Vistra ITCL (India) Limited (being the debenture trustee) to secure the repayment of certain monetary obligation towards debenture holders, on the terms contained therein.
- ii) By and under another Deed of Mortgage dated 17th July 2023, registered with the Office of the Sub Registrar of Assurances at Vashi under Serial No. TNN8-16042-2023, a mortgage has been created *inter alia* over the project land by us in favour of Kotak Mahindra Trusteeship Services Limited (being the security trustee) and Vistra ITCL (India) Limited (being the debenture trustee) to secure the repayment of certain monetary obligation towards debenture holders, on the terms contained therein.

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 possession of the said unit along with the covered car parking spaces(s) shall be handed over to you on or before _____, subject to the payment of the consideration amount of the said unit and covered 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 yourselves.

8. Interest payment:

In case of delay in making any payments, you shall be liable to pay the delayed amounts together with interest thereon at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus 2% (two percentage).

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 (forty-five) days from the date of receipt of your letter requesting us to cancel the said booking.

Sr. No	If the letter requesting to cancel the booking is received,	Amount to be deducted and retained by us
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 total consideration value
3.	Within 31 to 60 days from issuance of the allotment letter;	1.5% of the total consideration value
4.	After 61 days from issuance of the allotment letter.	2% of the total consideration value

**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 (forty-five) 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 2 (two) percentage.

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 below.

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 writing.
- 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 (by email or hand delivery or other modes) 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 total consideration 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. **You have been informed and is/are well aware and understood that in the event of termination/ cancellation of this booking or allotment of the said unit, then we shall neither be liable nor under any obligation to reimburse/ refund you with the payments made by you towards the stamp duty, registration charges and costs, GST, taxes and other statutory charges in respect of the booking/ allotment of the said unit and car parking space.**
- 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.

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.

14. Usage of the said unit:

You shall use the unit strictly for the purpose for which it is allotted i.e. residential/commercial use. No change of user will be permitted except by the competent authority. You agree that you will not transfer/ assign the benefits of this reservation without our previous written consent and without first making full payment of consideration. Any transfer/ assignment without our written permission will be *void – ab – initio*.

15. Other terms and conditions:

a. You agree to sign all applications, papers and documents and do all such acts, deeds and things as we may require for safeguarding the interest in the said project.

b. In case you require a site visit, prior written permission from the undersigned is necessary. We will not be responsible for any accident or mishap that may happen on site either to you or to any of your family members or friends.

c. In respect of any amount remaining unpaid including taxes on the total consideration value, we will have a first lien and charge on the said unit.

d. Nothing in this allotment letter will be deemed as demise of any right, title and interest in the said unit or portion thereof. This allotment merely entitles you to enter into an "Agreement for Sale" at a future date upon payment of agreed consideration as per the payment schedule agreed and provided as annexure enclosed herein.

e. It is also agreed and understood that this allotment letter will stand overridden by executed and registered "Agreement for sale" in respect of said unit.

f. You undertake and assure us that you shall not raise any objection or seek either any cost, interest, compensation by whatever name called or seek cancellation of this allotment letter on the basis of revision/ amendment of the sanctioned plan as disclosed above.

16. Headings:

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

For M/s. TPV VENTURES LLP

.....
Authorised Signatory

Email Id.:

Date:.....

Place:

CONFIRMATION & ACKNOWLEDGEMENT

I/ We have read and understood the contents of this allotment letter and the Annexures enclosed herewith. I/We hereby agree and accept the terms and conditions as stipulated in this allotment letter.

Date_____

Place_____

Signature _____

Name _____

(Allottee/s)



Annexure – A

<u>Sr. No.</u>	<u>Stages</u>	<u>Date of completion</u>
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 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 per specification as may be required to complete project as per specifications in agreement of sale, any other activities.	
12.	Internal roads & footpaths, lightning	
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/ rainwater harvesting	
19.	Electrical meter room, sub-station, receiving station.	
20.	Others	

Promoter(s)/ Authorised Signatory