

## ALLOTMENT LETTER

Date: \_\_\_\_\_

To,

Mr./ Mrs./ Miss. \_\_\_\_\_

E-mail Id: \_\_\_\_\_

**Sub:** Allotment of Flat/ Duplex Flat/ Commercial Unit bearing No. \_\_\_\_\_ admeasuring about \_\_\_\_\_ sq. ft. Carpet Area on \_\_\_\_\_ level of the building known as “**STUTI**” standing/proposed to be constructed on Flat/Shop premises bearing No. \_\_\_\_, admeasuring \_\_\_\_ Sq. Ft. Carpet Area (as per MahaRERA) on \_\_\_\_\_ floor (on \_\_\_\_ Habitable floor) together with one car parking slot in the Mechanized Car Parking Tower System to be erected in the new building to be re-constructed and to be known as “**STUTI**” on non-agricultural land bearing on land bearing Survey No. 109, Hissa No.3 and 5 part and C.T.S. No.551/70 admeasuring 731.50 square meters as per Property Card, Village Nahur, Taluka Kurla, Mumbai Suburban in the T- Ward of Municipal Corporation of Greater Mumbai (MCGM) (*hereinafter referred to as “said property”*)

Dear Sir/ Madam,

Upon your request, we are pleased to “**in principle**” allot you Flat/ Duplex Flat/ Commercial Unit/ bearing No. \_\_\_\_\_ admeasuring about \_\_\_\_ sq. ft. Carpet Area as defined by MahaRERA [“**carpet area**” means *the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Apartment for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Apartment for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the apartment*] on \_\_\_\_\_ floor and a

provision for car parking space in the Mechanical Car Parking Tower system (hereinafter collectively referred to as the “**said premises**”) in our proposed building to be known as ‘**STUTI**’ proposed to be constructed on said property for the total consideration of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) exclusive of Stamp Duty, GST, Registration Charges, Miscellaneous Charges, etc.

**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/ Duplex flat /Commercial unit bearing No. \_\_\_\_\_ admeasuring about \_\_\_\_\_ sq. mtrs. equivalent to \_\_\_\_\_ sq. ft. RERA Carpet Area situated on \_\_\_\_\_ habitable floor in Building \_\_\_\_\_/ Tower \_\_\_\_\_/ Block \_\_\_\_\_/Wing \_\_\_\_\_ in the project known as “**STUTI**”, having MahaRERA Registration No. **(Only applicable after project registration)** hereinafter referred to as “the said unit”, being developed on land bearing Survey No. 109, Hissa No.3 and 5 part and C.T.S. No.551/70 admeasuring 731.50 square meters as per Property Card, Village Nahur, Taluka Kurla, Mumbai Suburban in the T- Ward of Municipal Corporation of Greater Mumbai (MCGM) for a total consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) exclusive of GST, Stamp Duty and Registration Charges, etc.

The said Project is registered as per the provisions of RERA with the Maharashtra Real Estate Regulatory Authority under Registration No. **(Only applicable after project registration)**

**2. Allotment of garage/ covered parking space(s):**

Further I /we have the pleasure to inform you that you have been allotted along with the said unit, garage(s) bearing No.(s) \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtrs. equivalent to \_\_\_\_\_ sq. ft. // **mechanical car parking** unit bearing No(s). **NA** admeasuring **NA** sq. mtrs. 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

**2. Allotment of open 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.

We have received a sum of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_ only) as earnest money in respect of the above referred Apartment/Flat towards Booking Amount/ Advance Payment. Details of the same are as follows:

<b>Sr. No.</b>	<b>Date</b>	<b>Cheque/RTGS/ NEFT/IMPS no.</b>	<b>Bank Name</b>	<b>Branch</b>	<b>Amount</b>
1.					
2.					
<b>TOTAL</b>					

**3. Receipt of part consideration:**

The above payment received by me/us have been deposited in RERA Designated Collection Bank Account No: **10195634994**, IDFC Bank, Runwal Greens Building, Goregaon Mulund Link Road, Next To Fortis Hospital, Mulund West, Mumbai 400 080 Branch having IFS Code IDFB0040109 situated at Mulund (West) In addition to the above bank account, I/ we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account Nos. **10195635035** and **10195634869** respectively.

**4. This allotment letter is issued to you on the understanding and assurance given by you to us that you will enter into regular Agreement for Sale under the provisions of the Real Estate**

(Regulation and Development) Act, 2016 (as amended up to date) on terms and conditions as recorded in the draft Agreement for Sale (as uploaded on MahaRERA website) and further you undertake to pay applicable duties, taxes, registration charges, registration fees, scanning charges and other miscellaneous expenses, etc. All the terms and conditions mentioned in the Allotment Letter and/or Agreement for Sale or such other documents executed for sale of the Apartment shall be binding on you and confirm that this allotment is the basis of commercial understanding of the parties.

**5. 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 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/#>

**6. 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.

**7. Possession:**

The said unit along with the garage(s)/covered car parking spaces(s) shall be handed over to you on or before **31<sup>st</sup> December 2027** subject to the payment of the consideration amount of the said unit as well as of the garage(s) /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 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:**

In case you desire to cancel the booking, an amount mentioned in the Table hereunder written shall 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>Sr. No.</b>	<b>If the letter requesting to cancel the booking is received,</b>	<b>Amount to be deducted</b>
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 unit;

Further, you shall be liable to bear and pay a sum equivalent to 2% of Total Consideration towards "Administration Costs".

In the event the amount due and payable referred in Clause 9 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, to be calculated from 46<sup>th</sup> day of default.

**10. Other payments:**

Over and above the said total consideration amount, 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. 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. Except for the above all the terms and conditions as enumerated in this allotment letter shall be applicable even for cases where booking amount is collected in stages.

iii. 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 a mentioned in Clause 9 above 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.

**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. Headings:**

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

Signature \_\_\_\_\_

Sunny Dhansukhlal Shah

(Promoter(s)/ Authorized Signatory)

Email Id. [sales.sunnydevelopers@gmail.com](mailto:sales.sunnydevelopers@gmail.com)

Date: \_\_\_\_\_

Place: Mumbai

**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: .....

**Notwithstanding anything contained herein; following Terms and Conditions shall be followed:**

1. All the terms and conditions mentioned in the Draft Agreement to sale document which is available on RERA website and personally shown to the allottee are applicable to this letter of allotment.
2. Upon issuance of this Letter of Allotment, the Allottee shall be liable to pay the aforesaid Consideration Value shown in the Table as per Annexure-A attached herewith.
3. The Society formation and Other Charges as specified in Annexure 'B' hereto together shall be paid by the allottee at appropriate time.
4. The payment of the balance consideration shall be made in instalments as provided herein and the payment of instalments within stipulated time-frame **will be of essence of this contract**. In case if you default in making payments on or before due date(s), the consequences arising therefrom, as more particularly described in the Draft Agreement for Sale, copy whereof is already shared with you, shall follow.
5. The Promoters shall be entitled for such modification in the said project, as described in the Draft Agreement for Sale subject to a condition that the same shall not affect the facing, floor, total admeasurement (more than +/- 3%) of the said premises. That building plans and layout are subject to changes and approval of Municipal Corporation/Planning Authority and other authorities. We reserve our rights to make additions or amendments as may be necessitated from time to time.
6. We shall endeavour to give possession of the said premises to you as early as possible, subject to force majeure circumstance, change in development policies, etc. and reasons beyond our control with a reasonable extension of time for possession.
7. Allottee is aware that the said project is constructed in accordance with provision of Regulation No. 33(7) (B) of DCPR-2034 and accordingly clubbed with 33 (20) (B) of DCPR-2034 namely "STUTI" undertaken on land bearing Survey No.109, Hissa No.3 and 5 part and CTS No.551/70 admeasuring 731.50 square meters of Village Nahur,

Mulund (West) within the Mumbai Suburban District (MSD) in the T Ward of Municipal Corporation of Greater Mumbai (MCGM) under IOD No. P-19076/2023/(551/70)/T Ward/NAHUR - T/IOD/1/New.

8. Upon execution of this Allotment Letter indicating your acceptance hereof, you have confirmed that irrespective of any disputes, which may arise between us, you shall punctually pay all amounts, contributions, deposits and consideration price, taxes, etc. payable hereunder, and shall not withhold them for any reason whatsoever in default of which, we shall be entitled to unilaterally terminate this allotment without any further reference to you.
9. The possession of the said Premises shall be delivered to you against the payment of the entire sale consideration by you and all the other amounts such as security deposit, water meter deposit, electricity meter deposit, share money, application fees etc., which will be qualified in the formal agreement to be executed.
10. The possession of the said Premises shall be handed over after the completion of the said building and on obtaining the necessary Occupation Certificate/Building Completion Certificate in respect thereof from the Municipal Corporation.
11. You shall use the said Flat/shop/office or any part thereof only for the purpose of residence/commercial activity and the car parking space for the purpose of parking your light vehicle.
12. The Stamp Duty and Registration Charges and all other taxes applicable on the Agreement for sale, shall be borne and paid by you.
13. Commencing a week after the notice in writing is given offering possession of the said Flat to you, you will be liable to pay all outgoing, taxes, water charges, cess etc., levied by the concerned authorities and maintenance charges in respect thereof, irrespective of whether possession of the said Premises have been taken by you or not.
14. In the event any amounts remain unpaid under this Allotment Letter we shall have first lien and charge on the said Premises.
15. The allottee shall not transfer resale this unit without prior consent of Promoter.

16. We place on record that this Allotment Letter is not transferrable. Kindly further take note that in the event you desire to terminate this contract, you/all of you shall make an application in writing addressed to us along with such necessary documents so as to secure our interest (including but not limiting to Bond of Indemnity, Affidavit, etc.); and this allotment/contract shall be deemed to be terminated only after the said premises is sold to some other third party or within 4 months from the date of receipt of such application, whichever is earlier and against such termination, you shall be entitled to get refund of amount, money deposited and paid by you after deduction of taxes, charges and liquidated damages as may be applicable and more particularly specified in the draft Agreement for Sale already shared with you.
17. In the event the allottee fails to make payment after booking the unit till the registration of the Agreement for Sale, over and above clause 9 of this letter, Allottee shall be liable to bear and pay the liquidated damages of 2% on the total consideration amount, brokerage charges (if any) incurred by the Promoters in respect of the concerned transaction, taxes, etc. (hereinafter cumulatively referred to as “**cancellation charges**”) and additional sum of GST or such other taxes, as may be applicable for such cancellation charges shall be recovered and the rest amount (if any) will be refunded with no interest. Notwithstanding any other clause of this Allotment Letter or Agreement for Sale, you shall remain personally liable to bear and pay the cancellation charges even if the amounts paid by you fall short to meet the same. The liquidated damages are mutually agreed and shall not be subjected to any question or doubt in future.
18. All Letters, circulars, receipt and/or notices to be served on allottee as contemplated by this present shall be deemed to have been duly served if sent by registered post A.D. at the address given by the allottee to us or on e-mail address provided which will be sufficient proof of receipt of the same by the allottee and shall completely and effectively discharged of our entire obligations. Service on any of the Allottees (in case

Allottees are more than one) in the mode prescribed hereinabove shall be treated as a valid and good service on other Allottees, whether personally served or not.

19. All the aforesaid terms and conditions are applicable and binding upon your legal heirs, executors, successors and assigns.

20. This Letter of Allotment shall be governed and interpreted by and constructed in accordance with the laws of India. The Competent Court of Law at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Letter of Allotment. Any dispute shall be settled by a Sole Arbitrator and in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Kindly, confirm and acknowledge the above arrangement by signing the Allotment Letter.

Thanking You,

Yours faithfully,

For **M/s SUNNY DEVELOPERS AND BUILDERS LLP**

**Sunny Dhansukhlal Shah**

**Partner**

We confirm and accept

1) \_\_\_\_\_

2) \_\_\_\_\_

**Annexure A:**

**The Payment Plan is as follows:**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Payment due in %</b>
1.	As earnest money on or before execution of this Agreement	10.00%
2.	Upon Completion of Plinth Work	30.00%
3.	On Completion of 2 <sup>nd</sup> Slab	3.00%
4.	On Completion of 4 <sup>th</sup> Slab	3.00%
5.	On Completion of 6 <sup>th</sup> Slab	3.00%
6.	On Completion of 8 <sup>th</sup> Slab	3.00%
7.	On Completion of 10 <sup>th</sup> Slab	3.00%
8.	On Completion of 12 <sup>th</sup> Slab	3.00%
9.	On Completion of 14 <sup>th</sup> Slab	3.00%
10.	On Completion of 16 <sup>th</sup> Slab	3.00%
11.	On Completion of 18 <sup>th</sup> Slab	3.00%
12.	On Completion of 20 <sup>th</sup> Slab	3.00%
13.	On completion of Kitchen Dado and Bathroom Dado of the said Apartment.	5.00%
14.	On completion of internal plumbing, lift-well, external plaster upto the floor level of the said apartment.	5.00%

15.	On completion of flooring of the said Apartment	4.00%
16.	On completion of overhead water tank of the said building in which the said apartment is located	3.00%
17.	On completion of terrace with water-proofing	4.00%
18.	On completion of installation of lift and completion of entrance lobby in the said building in which the said Apartment is located.	4.00%
19.	Balance amount against and at the time of hand over of possession of the said Apartment to the Allottee along with installation of sanitary fittings.	5.00%

**Bank Details as under:**

Account Name	Sunny Developers & Builders LLP STUTI RERA Collection Account
Account Number	10195634994
Bank	IDFC Bank
Branch	Runwal Greens Building, Goregaon Mulund Link Road, Next to Fortis Hospital, Mulund West, Mumbai 400080
IFSC Code	IDFB0040109

## **Annexure B**

### **(charges to be paid by Allottee on or before taking possession of the said premises)**

The Allottee shall, on or before delivery of possession of the said premises pay the following non-refundable amounts to the Promoter, which shall be over and above the total consideration mentioned herein before:

- (i) A non-refundable consolidated sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) towards Society Formation Charges, Development Charges, Utility Charges, Taxes, Utility Deposits, etc.
- (ii) A sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) towards deposit for a provisional monthly contribution towards outgoings of Society in respect of the said flat for a period of 3 months from the date of Occupation Certificate or actual possession of the said flat, whichever is earlier.
- (iii) All applicable taxes, duties, fees, cess, surcharge, etc. as may be leviable by Competent Authority on any aspect of this Agreement.