

# NIRMITI ENTERPRISES

C.T.S. No. 148, 149, N. M. Joshi Building No. 4, Gavanpada, Mulund (E), Mumbai – 400 081

## LETTER OF ALLOTMENT

Date: 15/10/2024

To,

\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_.

(Purchaser's address, telephone number, PAN card number, Aadhar card number and email ID to be written.)

Sir / Madam,

Re: Allotment of Flat bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ Sq. Ft. (RERA carpet area), in the Project known as "Nirmiti Seasons" being constructed on plots of land admeasuring 1668.40 Sq. Mtrs. having C.T.S. No. 917/1 and C.T.S. No. 929 (Pt.) situated at Taluka – Kurla, Village – Mulund East, District – Mumbai Suburban, having MahaRERA Registration No. \_\_\_\_\_.

Sir / Ma'am,

### 1. Allotment of the said Flat:

This has reference to the above subject. In that regard, we have the pleasure to inform you that at your request, we have agreed to allot to you, a \_\_\_\_\_ BHK flat, bearing No. \_\_\_\_\_, admeasuring \_\_\_\_\_ square metres (RERA carpet area), equivalent to \_\_\_\_\_ square feet (RERA carpet area), situated on the \_\_\_\_\_ floor in the \_\_\_\_\_ Wing, in the project known as "Nirmiti Seasons", having MahaRERA Registration No. \_\_\_\_\_ (hereinafter referred to as the "said Flat), being developed on: (i) land bearing City Survey No.917/1, admeasuring about 960.40 Sq. Mtrs. situated at Mithagar Road, Mulund (E), Taluka Kurla, District and Sub-District of Bombay City and Bombay Suburban AND (ii) land bearing City Survey No. 929 (Pt.), admeasuring about 708.00 Sq. Mtrs. situated at Mithagar Road, Mulund (E), Taluka Kurla, District and Sub-District of Bombay City and Bombay Suburban (collectively referred to as the "said Property"), for the total consideration of Rs. \_\_\_/- (Rupees \_\_\_\_\_

Only) (“Sale Price”), exclusive of GST, stamp duty and registration charges, and all other costs, charges, expenses, taxes, etc.

2. **Allotment of Parking Spaces:**

Further, we have the pleasure to inform you that we have agreed to allot to you, a covered car parking space bearing No. \_\_\_\_ admeasuring \_\_\_\_m (length) x \_\_\_\_ m (width) x \_\_\_\_m (height) in the Car Parking Tower / Stilt (“Car Parking Space”), without consideration.

3. **Receipt of part consideration:**

A. We confirm to have received from you an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), being \_\_\_\_\_ % of the total consideration value of the said unit as booking amount /advance payment on \_\_\_\_/\_\_\_\_/\_\_\_\_, through \_\_\_\_\_ (mode of payment).

B. If you fail to make the balance \_\_\_\_\_% of the booking amount/advance payment within the time period stipulated above further action as stated in Clause 12 hereunder written shall be taken by us as against you.

C. The above payments received by us have been deposited in RERA Designated Collection Bank Account having Account No. \_\_\_\_\_, in \_\_\_\_\_ Bank, \_\_\_\_\_ Branch having IFS Code \_\_\_\_\_ situated at \_\_\_\_\_. 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. \_\_\_\_\_ and \_\_\_\_\_ respectively.

4. **Disclosures of information:**

We have made available to you, the following information, namely:

(a) 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 the MahaRERA website;

(b) The following approvals have been granted in respect of the development of the said Property:

(i) CFO NOC dated 14<sup>th</sup> November 2022

(ii) LOI dated 10<sup>th</sup> April 2023 bearing No. SRA/ENG/T/PVT/0129/20221229/LOI;

(iii) Intimation of Approval dated 19<sup>th</sup> April 2023 under sub-regulation of regulation 33 (11) of Development Control and Promotion Regulation – 2034 for Greater Mumbai;

(iv) IOA dated 19<sup>th</sup> April 2023 bearing No. T/PVT/0129/20221229/AP;

(v) Commencement Certificate (“CC”) bearing No. T/PVT/0129/20221229/AP dated 10<sup>th</sup> November 2023, which has been revalidated from time to time and is now valid till \_\_\_\_\_.

(c) The website address of MahaRERA Authority is <https://maharera.mahaonline.gov.in>.

5. **Encumbrances:**

We have created the following encumbrance(s) / encumbrance(s) attached with caveats as enumerated hereunder on the said unit.

a)

b)

6. **Further payments:**

You confirm to pay, Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), being the balance Sale Price, in the manner and at the times set out in the schedule annexed hereto and marked as **Annexure "A"** and as per the terms and conditions as shall be enumerated in the Agreement For Sale to be entered between ourselves and you.

7. **Possession:**

Subject to you not being in default of any of the terms and conditions contained herein and in the agreement for sale to be executed between us, including default in payment of the Sale Price or any part thereof, and you not terminating this Letter of Allotment and the transaction contemplated herein, the possession of the said Flat along with Car Parking, shall be handed over to you, on or before \_\_\_\_\_ ("**Possession Date**").

8. **Interest payment:**

In case of delay in making any payments by you to us, 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 (2%), on all delayed payments, from the due date till the date of realization thereof.

9. **Cancellation of Allotment:**

(A) In case you desire to cancel the booking, an amount mentioned in the table hereunder, shall be deducted, and the balance amount due and payable shall be refunded to you without interest, within forty five (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 fifteen (15) days from issuance of this of the allotment letter	Nil
2.	within sixteen (16) to thirty (30) days from issuance of the allotment letter	One percent (1%) of the cost of the said Flat
3.	within thirty one (31) days to sixty (60) days from issuance of the allotment letter	One point five percent (1.5%) of the cost of the said Flat
4.	after sixty one (61) days from issuance of the allotment letter	Two percent (2%) of the cost of the said Flat

After the Flat Sale Agreement is registered, then cancellation of flat sale (if desired) shall be governed by the terms and conditions therein.

(B) In the event the amount due and payable referred in Clause 9)A) above is not refunded within 45 days from 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 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 15 days from the date of issuance of this letter or within such period as may be communicated to you. The said period of 15 days 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 of 15 days 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 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 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. **Headings:**

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

For M/s Nirmiti Enterprises

Partner

Date:

Place:

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## CONFIRMATION AND ACKNOWLEDGMENT

We have read and understood the contents of this allotment letter and the Annexure. We hereby agree and accept the terms and conditions as stipulated in this allotment letter.

Signed

Name: \_\_\_\_\_

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

Place: \_\_\_\_\_

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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 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 may be required to complete project as per specifications in agreement of 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	

Promoter (s) / Authorized Signatory

For Nirmiti Enterprises



Partner



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