

Deviation/modification is highlighted in **Yellow** colour.

Deletion of Clauses of Model Form of Allotment Letter is in strikethrough.

ANNEXURE ' '

MODEL FORM OF ALLOTMENT LETTER

Note: -

- i) *For compliance of the provisions of clause (g) of sub-section (2) of section 4 of the Real Estate (Regulation and Development) Act, 2016 (the Act), the proforma of the allotment letter to be uploaded alongwith the application for registration of the real estate project shall be as per this model form of allotment letter.*
- ii) *It shall be mandatory to issue allotment letter in this format whenever a sum not more than 10% (ten per cent) of the cost of the apartment, plot or building as the case may be, is collected as deposit or advance.*

No.

Date:

To,

Mr./Mrs./Ms. _____

R/o. _____

(Address)

Telephone/ Mobile No: _____

PAN No.:

Aadhar No.:

Email ID:

Sub.: Your request received vide booking form dated _____ ("Booking Form") for allotment of flat/ commercial premises/ plot in the project known as "Saraswati Niwas", 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 you that you have been allotted a _____ BHK flat/unit bearing No. _____ admeasuring RERA Carpet area _____ sq. mtrs. equivalent to _____ sq. ft. situated on _____ floor in Building _____/Tower _____/Block _____/ Wing _____ in the project known as "Saraswati Niwas", having MahaRERA Registration No. _____, hereinafter referred to as "the said unit", being developed on land bearing Plot No.31 of Shivaji Park Estate, Mahim of the Municipal Corporation of Greater Mumbai in the City Island and Registration Sub-District of Bombay bearing Cadastral Survey No. 1741 lying and being at M.B. Raut Marg and Shivaji Park Cross Road No.3, Shivaji Park, Dadar (West), Mumbai – 400028 District: Mumbai City, admeasuring 436.46 sq. mtrs. for a total consideration of Rs. _____ (in figures) _____/- (Rupees _____ in words only) exclusive of GST, stamp duty and registration charges and other charges as set out in the Agreement for Sale to be entered between ourselves and yourselves.

OR

This has reference to your request referred to at the above subject. In that regard, I/ we have the pleasure to inform that you have been allotted a plot bearing No. _____ admeasuring _____ sq. mtrs. equivalent to _____ sq. ft. in the project known as _____, having MahaRERA Registration No. _____, hereinafter referred to as "the said unit" carved out from the and bearing C. S. No(s) _____ / Final Plot No(s) _____ / Survey No(s). _____ / Hissa No(s). _____ / Gut No(s). _____ / Khasra No(s). _____ / Plot No(s). _____ / lying and being at _____ Village _____ Taluka, District _____ admeasuring _____ sq. mtrs. for a total consideration of Rs. _____ in figures _____ / (Rupees _____ in words only) exclusive of GST, stamp duty and registration charges.

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./ covered 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.

OR

Further I/ we have the pleasure to inform you that you have been allotted an open car parking bearing No. _____ without consideration.

3. Receipt of part consideration:

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

OR

3. Receipt of part consideration:

A. You have requested us to consider payment of the booking amount/ advance payment in stages which request has been accepted by us and accordingly I/ We confirm to have received from you an amount of Rs. _____ (in figures) / (Rupees _____ in words only) being _____ % of the total consideration value of the said unit as booking amount/ advance payment on _____ dd/mm/yyyy through _____ mode of payment _____. The balance _____ % of the booking amount/ advance payment shall be paid by you in the following manner.

- a) Rs. _____ in figures / (Rupees _____ in words only) on or before _____ dd/mm/yyyy.
- b) Rs. _____ in figures / (Rupees _____ in words only) on or before _____ dd/mm/yyyy.
- c) Rs. _____ in figures / (Rupees _____ in words only) on or before _____ dd/mm/yyyy.
- d) Rs. _____ in figures / (Rupees _____ in words only) on or before _____ dd/mm/yyyy.

Note: The total amount accepted under this clause shall not be more than 10% of the cost of the said unit.

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.

We hereby confirm the payment of Rs. _____/- (Rupees _____ Only) equivalent to 10% of Consideration Amount towards Booking Amount, as per below mentioned cheque details:

Cheque No.	Drawn on/ dated	Amount in Rs.

4. Disclosure 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/#>
- iv) You hereby specifically agree that we have given you sufficient information regarding our Project and the Flat/Unit you propose to purchase. You have made your request for allotment of subject Flat/Unit, without relying on any of the publicity materials/ advertisements published in any form or any channel by us or any third party in the past. You further confirm and undertake to not make any claim against us or seek cancellation of the allotment or refund of the monies paid for reason of anything contained in the publicity material / advertisement published in any form or in any channel.

5. Encumbrances:

I/ we hereby confirm that as of now the said unit is free from all encumbrances and I/we hereby further confirm that no encumbrances shall be created on the said unit.

OR

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

- a) _____
- b) _____

6. Payment Schedule of Total Consideration:

~~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.~~

The payment of Total Consideration Amount shall be made by you as per the payment schedule specified in **Annexure “B” annexed hereto:**

The Consideration Amount as mentioned hereinabove is escalation free, save and except escalations/increases, due to increase on account of Development Charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the MCGM/Government from time to time. We shall enclose the said notification/ order/ rule/ regulation published/ issued by the MCGM, Government or such other authority while raising the demand for payment of such increased/ escalated amounts.

We shall send a demand letter for each of the above payment mentioning the amount of payments towards each head including default interest etc. and the due date for such payment which shall be 7 (seven) days from the date of such demand.

7. Possession:

The said unit along with the garage(s)/ covered car parking space(s) shall be handed over to you on or before _____ 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 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.

All the payments to be made by you shall be first adjusted towards the default interest and then towards the payment of instalments of Consideration Amount or other payments as mentioned herein.

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 unit;

* 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 specifically mentioned in the agreement for sale, the proforma whereof is enclosed herewith in terms of Clause 11 hereunder written.~~

Apart from the Consideration Amount, you shall deposit with us the following amounts on or before delivery of possession of the subject Flat/Unit, as per our demand letter: -

- i) Rs.1,000/- for share money, application entrance fee of the Society.
- ii) Rs.5,000/- towards Society formation and registration charges
- iii) Rs. _____/- for proportionate share of taxes and other charges/levies in respect of the Society.
- iv) Rs. _____/- for deposit towards provisional monthly contribution towards outgoings of Society.
- v) Rs.15,000/- for deposit towards water, electric and other utility and services connection charges.
- vi) Rs. _____/- for deposits for electrical receiving and sub-station provided in layout.
- vii) Rs. _____/- towards legal cost, charges and expenses including professional costs of our Advocates/ Solicitors in connection with formation of the Society and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the deed of assignment/ deed of conveyance.
- viii) Rs. _____/- towards membership admission fees of Society.

Charges of Mahanagar Gas Limited (MGL) on actuals shall be paid by the Allottee/s.

We may allow, in sole discretion, a rebate for early payments by discounting such early payments at such rate as may be agreed by us.

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 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 instalment, 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 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 the registration of the same before the concerned Sub Registrar within the stipulated period of 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 Marginal Cost of Lending Rate plus two percent.

Upon the aforesaid payment of total 10% of Consideration Amount i.e. Booking Amount, you shall make available yourself to register the Agreement for sale in respect of subject Flat/Unit within 30 days from the date of issuance of this allotment letter. We may grant you such further time extension for execution and registration of the Agreement subject to payment of default interest as specified herein.

Timely payment is the essence of this allotment and hence you are requested to execute Agreement for Sale within 30 days from the date of issuance of this Allotment Letter or such period mutually agreed by and

between you and us, failing which we shall be constrained to take necessary action regarding cancellation of Allotment Letter.

13. Validity of allotment:

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.

15. Any communication including demand letter shall be sent to you via email on your email address _____ or by post/courier at your address mentioned hereinabove. We shall not be responsible for non-receipt of our communications to you in case of any change in the address or email address not notified to us in writing and any such communication shall be deemed to be served upon you on the same being issued from our end.

16. Upon you committing three defaults of payment of instalments, we shall at our own option, may terminate this allotment after giving you a written notice of fifteen days. Upon termination of the allotment, we will refund the Consideration Amount paid by you without any interest thereon subject to adjustment of non-refundable amounts paid to the government authorities towards taxes etc., brokerage paid to the broker/channel partner in this deal towards loss of opportunity.

17. This allotment is subject to the provisions of Real Estate (Regulation and Development) Act, 2016, Rules and Regulations as applicable for the state of Maharashtra.

Signature _____

Name _____

(Promoter(s)/ Authorized Signatory)

(Email Id.)

Date: _____

Place: _____

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.

Proforma Draft without prejudice

Signature _____
Name _____
(Allottee/s)

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	

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Annexure "B"

PAYMENT SCHEDULE	
Stage	Amount (In Rs.)
10% of the consideration amount i.e. Booking Amount	
20 % of the consideration amount to be paid within 7 days from the date of execution of Agreement for Sale Or on receipt of Commencement Certificate, whichever is earlier.	
15% of the consideration amount to be paid on completion of Plinth of the new building in which the subject Flat/Unit is located.	
25% of the consideration amount to be paid in instalment of Rs. _____ on completion of each of the slabs including stilt of the new building in which the subject Flat/Unit is located. The detailed Demand Letter shall be issued in regards to the same.	
5% of the consideration amount on completion of walls, internal plaster, flooring, doors and windows of the subject Flat/Unit.	
5% of the consideration amount on completion of sanitary fittings, staircases, lobbies upto the floor of subject Flat/Unit.	
5% of the consideration amount on completion of external plumbing, external plaster, elevation, terraces with waterproofing of the new building in which the subject Flat/Unit is located.	
10% of the consideration amount on completion of lifts, water pumps, electrical fittings, entrance lobby/s, plinth protection, paving of areas appertain as stated in the Agreement for sale.	

Proforma Draft without prejudice

5% of the Consideration Amount i.e. balance amount at the time of handing over possession of the subject Flat/Unit on or after receipt of occupancy certificate or completion certificate.	
Registration Fees, Scanning Charges and other incidental expenses payable for execution and registration of Agreement for Sale.	On Actuals To be paid directly to the authorities/service provider
GST or other Taxes – On actuals.	On Actuals as per the demand letter by us.

For M/s. Sugee Twenty Three Developers LLP

(Authorized Signatory)