

FORISHNA DEVELOPERS LLP

LLPIN : AAX-6245

Ref. No: _____

Date: _____

ALLOTMENT LETTER

(As per MahaRERA Order No. 31 / 2022)

To,

(1) [Name of Allottee/s]

(2) [Name of Allottee/s]

[Address]

Tel./Mob. No.: _____

PAN: _____

Aadhar No.: _____

Email ID: _____

Sub.: Your request for allotment of Flat/ Commercial Unit in the Project known as _____ having MahaRERA Registration No. _____.

Sir/Madam,

1. Allotment of the Unit:

This has reference to your request as referred at the above subject. In that regard, we have the pleasure to inform you that you have been allotted a residential Flat / commercial premises bearing No. _____ admeasuring about _____ sq. mts. (equivalent to about _____ sq. ft.) RERA Carpet Area on the _____ Floor in Building / Tower / Wing "_____" of the Project known as "_____" having MahaRERA Registration No. _____, hereinafter referred to as the "**said Unit**". The Developer is in the process of exploiting the entire potential of the Land admeasuring about _____ sq. mts. bearing C.S. No(s). _____ / C.T.S. No(s). _____ of Village _____, Taluka _____ within the Registration District of Mumbai City / Suburban corresponding to Final Plot No(s). _____ / Survey No(s). _____, Hissa No(s). _____, lying, being and situate at _____, and for a total consideration of Rs. _____/- (Rupees _____ only), excluding Goods and Services Tax, stamp duty, registration charges and other incidental amounts to be paid by the Allottee as shall be enumerated in the Agreement for Sale.



2. **Allotment of Parking Space(s):**

[If covered car parking space] Further we have the pleasure to inform you that you have been allotted for exclusive use along with the said Unit, _____ (_____) covered car parking space(s) bearing No(s). _____ at _____ level Basement/ Podium admeasuring about _____ sq. mts. equivalent to about _____ sq. ft. on the terms and conditions as shall be enumerated in the Agreement for Sale to be entered into between ourselves and yourselves. The present allocation of the Car Park is provisional and the exact location of the Car Parking Space shall be identified and allocated by us, at our discretion, at the time of handing over possession of the Unit.

[OR]

[If mechanical car parking unit] Further we have the pleasure to inform you that you have been allotted for exclusive use along with the said Unit, _____ (_____) mechanical car parking unit(s) bearing No(s). _____ admeasuring about _____ sq. mts. equivalent to about _____ sq. ft. on the terms and conditions as shall be enumerated in the Agreement for Sale to be entered into between ourselves and yourselves. The present allocation of the Car Park is provisional and the exact location of the Car Parking Space shall be identified and allocated by us, at our discretion, at the time of handing over possession of the Unit.

[OR]

[If open car parking space] Further we have the pleasure to inform you that you have been allotted for exclusive use along with the said Unit an open car parking space bearing No. _____ in the compound of the Building, without receipt of any consideration thereof. The present allocation of the Car Park is provisional and the exact location of the Car Parking Space shall be identified and allocated by us, at our discretion, at the time of handing over possession of the Unit.





FORISHNA DEVELOPERS LLP

LLPIN : AAX-6245

3. Receipt of part consideration:

3.1. We confirm that we have received from you an amount of Rs. _____/- (Rupees _____ only), being _____% of the total consideration value of the said Unit as booking amount on [date], through [mode of payment]. The balance _____% of the booking amount shall be paid by you in the following manner.

- i. Rs. _____ (Rupees _____ only) on or before [date].
- ii. Rs. _____ (Rupees _____ only) on or before [date].
- iii. Rs. _____ (Rupees _____ only) on or before [date].
- iv. Rs. _____ (Rupees _____ only) on or before [date].

3.2. If you fail to pay the balance _____% of the booking amount within the time period stipulated above, further action as stated in Clause 12 hereunder written shall be taken by us as against you.

4. Disclosures of information:

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

- 4.1. The sanctioned plans, layout plans, title of the Property along with specifications approved by the competent authority are displayed at the Project site and have also been uploaded on the MahaRERA Website.
- 4.2. The stage-wise time schedule of completion of the Project, including the provisions for civic infrastructure like water, sanitation and electricity as stated in **Annexure "A"** attached herewith.
- 4.3. The website address of MahaRERA is as under:
[_____]
- 4.4. You have heretofore independently examined all aspects of our entitlement to the Property and the scheme of development thereof and terms of allotment on Ownership Basis and in which behalf the documents/ plans/ sanctions/ terms are perused and approved by you.



5. Encumbrances:

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

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 and also as per the terms and conditions of the Agreement for Sale to be entered into between ourselves and yourselves.

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 time and also subject to compliance of the terms and conditions as more specifically enumerated/ stated in the Agreement for Sale to be entered into between ourselves and yourselves. In this regard, please note that, the handover of possession of the said Unit by the aforementioned possession date is subject to any delay for reasons beyond our control or force majeure events.

8. Interest payment:

In case of delay in making any payments, you shall be liable to pay interest at the rate which shall be 2% higher than the highest Marginal Cost of Lending Rate of the State Bank of India.

9. Cancellation of allotment:

- 9.1. In case you desire to cancel the booking, an amount out of the booking amount paid by you, not exceeding the amount as mentioned in the Table hereunder written, shall be deducted, and the balance, if any, due and payable to you shall be refunded to you without interest within 45 (forty-five) days from the date of receipt of your letter requesting cancellation of 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 16-30 days from issuance of the Allotment Letter	1% of the consideration for the said Unit
3.	Within 31-60 days from issuance of the Allotment Letter	1.5% of the consideration for the said Unit
4.	After 61 days from issuance of the Allotment Letter	2% of the consideration for the said Unit

Note: If Brokerage is paid to the Real Estate Agent at the time of booking of the Unit, then in that event, the Amounts to be deducted from the Booking payment shall be over and above the Brokerage paid to the Real Estate Agent.

- 9.2. In the event the balance amount due and payable, if any after adjusting the Brokerage paid to the Real Estate Agent, as referred in clause 9.1 hereinabove, is not refunded within 45 (forty-five) days from the date of receipt of your letter requesting cancellation of the booking, then, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be 2% higher than the highest Marginal Cost of Lending Rate of the State Bank of India.

10. Other payments:

- 10.1. You shall make the payment of the Goods and Services Tax (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.



10.2. You have further expressly agreed, accepted and confirmed to pay to us immediately as and when demanded by us and/or to the appropriate authorities all the present/ future/ revised/new property/ Municipal Taxes, GST, Development charges, Education Cess and/or any other levies, taxes, Cess, surcharge, dues, duties, etc. which may be called or demanded under name or terminology or may become payable due to any change/amendment in the existing laws, policies, rules or due to implementation/ enactment of any new laws/rules by the local bodies, State Government, Central Government or by any other competent authorities. You shall pay such amount in additions to any amount mentioned under this letter or the Agreement for Sale or otherwise.

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. Please note that, such forwarding of the proforma of the Agreement for Sale does not create any binding obligation either on our part or your part until compliance by yourselves of the mandate as stated herein.

12. Execution and registration of the Agreement for Sale:

- 12.1. You shall execute the Agreement for Sale and appear for registration of the same before the concerned Sub-Registrar of Assurances within a period of 2 (two) months from the date of issuance of this Letter or within such period as may be communicated to you. The said period of 2 (two) months can be further extended on our mutual understanding.
- 12.2. If you fail to execute the Agreement for Sale and/or appear for registration of the same within the stipulated period of 2 (two) months from issuance hereof 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 within 15 (fifteen) days, which if not complied, we shall be entitled to cancel the Allotment Letter and further we shall be entitled to forfeit an amount not exceeding 2% of the consideration of the said Unit over and above the Brokerage paid to the Real Estate Agent, and the balance



amount, if any, due and payable, shall be refunded without interest within 45 (forty-five) days from the date of expiry of the notice period.

- 12.3. In the event the balance amount due and payable, if any, as referred in clause 12.2 hereinabove, is not refunded within 45 (forty-five) days from the date of expiry of the notice period, then, you shall be entitled to receive the balance amount with interest calculated at the rate which shall be 2% higher than the highest Marginal Cost of Lending Rate of the State Bank of India.

13. Submission of Documents:

You shall submit to us copies of your PAN Card and residence proof forthwith for our records.

14. Assignment:

The benefit of this letter and matters of and incidental thereto cannot be directly or indirectly transferred or assigned or disposed of by you without having obtained our prior written consent for the same. This letter does not give you any right in respect of the said Unit and is restricted only to an acknowledgment of your advance money or application fee for your proposal to purchase the said Unit. The allotment will be confirmed in your favour through a registration of the Agreement for Sale in your favour only after the fulfillment of the terms and conditions set forth herein.

15. Notices:

All notices to be served on yourselves and ourselves as contemplated by this Letter of Allotment shall be deemed to have been duly served if sent by Registered Post A.D and notified Email ID at the respective addresses specified below:





FORISHNA DEVELOPERS LLP

For the Allottee/s:

LLPIN : AAX-6245

[Name]

[Name]

[Address]

Notified Email ID: _____

For the Promoter:

M/s.

Through its Partner, _____

Having office at _____

Notified Email ID: _____

It shall be our respective duties to inform each other of any change in address subsequent to the execution of this Letter in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the recipient concerned.

16. Validity of Allotment Letter:

- 16.1. This writing is merely a Letter of Intent to allot and is not and does not purport to be and shall not be construed or deemed to be an Agreement/Deed to Sell/Purchase which arrangement shall become operative only upon the happening of events hereinabove mentioned and not otherwise.
- 16.2. 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 Unit thereafter, shall be covered by the terms and conditions of the said registered Agreement.

17. Headings:

Headings are inserted for convenience only and shall not affect the construction of the various clauses of this Allotment Letter.

Date: _____

Place: Mumbai

For M/s. _____
FORISHNA DEVELOPERS LLP.

M. A. Thakker

AUTHORISED SIGNATORY / PARTNER
(Authorised Signatory)





FORISHNA DEVELOPERS LLP

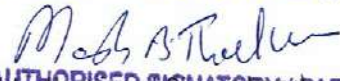
LLPIN : AAX-6245

ANNEXURE "A"

Stage-wise Schedule of Completion of the Project

Sr. No.	Stage	Date of Completion
1.	Excavation	
2.	Basements (if any)	
3.	Podiums (if any)	
4.	Plinth	
5.	Stilt (if any)	
6.	Slabs of the super-structure	
7.	Internal Walls, internal plaster, completion of floorings, doors and windows	
8.	Sanitary, electrical and water supply fittings within the said Unit	
9.	Staircase, lift wells and lobbies on 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 the building/ wing, compound wall and all other requirements as may be required to complete the project as per specifications in the Agreement for Sale, any other activities	
12.	Internal roads and 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/ rainwater harvesting	
19.	Electrical meter room, sub-station, receiving station	
20.	Others	



For _____
FORISHNA DEVELOPERS LLP.

AUTHORIZED SIGNATORY / PARTNER
Promoter

CONFIRMATION & ACKNOWLEDGMENT

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 herein.

[Name of Allottee/s]

[Name of Allottee/s]
Allottee/s

Date: _____
Place: Mumbai

