

## Draft Booking cum Allotment Form

Date:

To

Saptarishi Infracon Pvt Ltd (Promoter)  
Granth Complex, Ram Mandir Road,  
Kherwadi Junction, Bandra (East),  
Mumbai, Maharashtra 400051

Ref: Project – having RERA Registration No. \_\_\_\_\_

Subject- Application For Allotment of an Apartment in your Project

Dear sir/Madam

I/we Applicants (s), have visited and gone through your webpage having Registration No. \_\_\_\_\_ on the website of the Maharashtra Real Estate Regulatory Authority ('MahaRERA') For understanding full details of the Project- Roots together with the structure standing thereon being constructed at \_\_\_\_\_ and have also gone through and understood all the document uploaded on the website including all title document , approvals draft of allotment Letter, Draft of agreement for sale etc.

I/we ( the 'Applicant(s)) intend to purchase a residential Apartment No. \_\_\_\_\_ in \_\_\_\_\_ Comprising of \_\_\_\_\_ BHK admeasuring \_\_\_\_\_ sq. mtr. Of Carpet area along With for exclusive use of the Allottee Open balcony of \_\_\_\_\_ sq . mtr . On \_\_\_\_\_ Floor of the building ('the Apartment') at project ' \_\_\_\_\_ ' , for the consideration of ₹ \_\_\_\_\_ ( Rupees \_\_\_\_\_ Only ) including ₹ \_\_\_\_\_ ( Rupees \_\_\_\_\_ Only ) being the proportionate price of the common areas and facilities.

I/we intend to purchase \_\_\_\_\_ No./s of covered parking space/s is thus ₹ \_\_\_\_\_/- ( Rupees \_\_\_\_\_ Only )

The Total considerations Amount for the apartment including covered parking space/s is thus ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ Only), which shall be subject to tax deducted at source (TDS) at applicable rates ( "Total Consideration"). The Total Consideration as mentioned above exclude taxes paid or payable by the promoter , And/or which are recoverable from me/us, at applicable rates from time to time by way of goods and services Tax ( "GST") and Cess or any other similar/ indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or Agreement for sale up to the date of handing over the possession of the said Agreement for Sale upto the date of hanging over the possession of the said Apartment.

I/we hereby enclose a Cheque / Demand draft no. \_\_\_\_\_ dated \_\_\_\_\_ Drawn on \_\_\_\_\_ Bank, Branch at \_\_\_\_\_ for an amount of ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) in favuor of Saptarishi Infracon Pvt Ltd towards token

money for my/our application for the Apartment and request you to kindly allot the Apartment and the covered parking space/s in my/our favour.

I/We are aware and agreeable that. If my/our application is accepted by you then upon realization of Cheque/ Demand Draft towards the token money and further payments of ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) aggregating 9.9% of the total consideration of the apartment and the covered parking space along with all applicable taxes thereon on or before \_\_\_\_\_ you shall issue me/us an Allotment Letter.

I/We understand that prior to making further payments beyond % of the total consideration, I/We will have to execute and register an Agreement for Sale as per the specimen uploaded on the webpage of the RERA website for the project. The terms and conditions including the payment plan given in the specimen of Agreement for sale uploaded on the webpage are acceptable to me/us.

In the event I/We fail to pay further payment of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) aggregating 9.9% of the total consideration of the Apartment and the Apartment And the covered parking Space on or before, then you may treat this application as automatically cancelled/withdrawn and thereafter, you shall be at liberty to deal with the Apartment and the covered parking spaces as you may deem fit without any recourse to me/us. In such an event the paid amount paid by me/us to MLDL shall be refundable without any interest thereon. Within \_\_\_\_\_ days of cancellation, after deduction applicable taxes including GST etc. Paid/ payable and amount as provided under any law, Act or Rules thereunder.

In the event you do not accept my/our application for any reason whatsoever, the amount paid by me/us shall be refunded within \_\_\_\_\_ days of this application without any interest or compensation whatsoever.

I/We understand that this application is an expression of interest from me/us to purchase the Apartment and the covered parking space and it neither constitutes any binding contract or agreement in my/our application and allotment of the Apartment or creation of any right, title and interest in the Apartment in my/our favour.

As required by you, I/we/am/are enclosing the details/documents giving my/our personal details for your records. I /we the undersigned Applicant(s) declare and confirm that the particulars furnished by me/us in enclosed document are true and correct.

I/We, have also read and understood terms and conditions attached with this application and I/We shall abide by the same.

I/We request you kindly acknowledge this application and issue me/us a receipts for the token payment of ₹ \_\_\_\_\_/- enclosed herewith.

Yours Faithfully,

\_\_\_\_\_  
[Name]  
First applicant

\_\_\_\_\_  
[Name]  
Second Applicant

\_\_\_\_\_  
[Name]  
Third Applicant

## TEARMS AND CONDITIONS

1. The Applicant shall be treated as the "Allottee" upon issuance of Allotment letter by the Promoter.
2. The Allottee shall make timely payments towards the Apartment and he covered parking Space in the manner indicated in the payment Plan annexed
3. Pursuant to section 194 IA of the income Tax Act 1961, the Allottee is required to deposit 1% of total consideration, wherable applicable, as tax deducted at source (TDS) with government of India. The Allottee have option to pay entire TDS on the total concidration within \_\_\_\_\_ days from the date of the Allotment letter or pay TDS on each installment as per the payment schedule. The copy of the TDS certificate shall be submitted by the Alottee to the Promoter within 15 (fifteen) days from the date of making payment of entire TDS or from the payment of each installment amount as the case may be. Non- submission Of TDS @1% of the total consideration and have submitted to the Promoter the requisite TDS certificate and thereafter the event of cancellation/ Termination arises, then the amount of TDs paid by the Allottee shall be refunded to the Allottee upon completion of termination/ Cancellation formalities/Documentation and such refund amount shall not carry any interest.
4. If the Allottee fails to make any payments or provide TDS Certificates on the stipulated Date/s and time/s as required under the payment plan, then the allottee shall pay to the Promoter simple interest at the prevailing rate of State bank Of India Highest marginal Cost of Lending Rate plus 2% (two percent) thereon ("the interest Rate'), on all and any such delayed payments/amounts are fully and finally paid/ TDS Certificate are submitted, together with the interest thereon at the Interest rate.
5. Without prejudice to the right of the change intrest in terms of clause above , on the Allottee committing 3 ( three) Defaults in payment on due date of any amount due and payable by the Allottee to the promoter under the payment plan ( including his/her proportionate share of taxes levied by statutory authority /concerned local authority and other outgoings ) the promoter , at its own option, may terminate the allotment. Provided That, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee, by Registered Post AD at address provided by the Allottee or Mail at the e- mail address provided by the allottee, of its intention to terminate the allottee and of the specific breach or breaches mentioned by the Promoter within the period of notice then at end of such notice period, the Allotment stands terminated. Provided Futher that upon termination of the allotment as adoresaid, the Promoter shall refund to the Allottee (subject to adjustment and recovery of agreed liquidated damages/forfeiture amount or any other amount which may be Promoter, within a period of 30 (thirty) days of the termination. Upon termination of the allotment by the Promoter as aforesaid, the promoter shall refund to the Allottee, subject to adjustment and recovery of agreed liquidated damages/forfeiture amount or any other amount which shall be payable by the Allottee to the Promoter as mention below.
  - (a) The forfeiture amount shall be ₹ \_\_\_\_\_  
(Rupees \_\_\_\_\_ only) being 9.9% of the Total Consoderation. The Allottee hereby agrees and accepts that the aforesaid forfeiture amount of 9.9% is just and fair Pre-estimated liquidated damages agreed between the Promoter and the Allottee, the Allottee shal not object or in any way question the basis on which the said 9.9% amount has been arrived at and hereby consents to the same irrevocably;

- (b) GST and all other taxes paid or payable on this Agreement upto the date of termination;
- (c) The amount of interest paid and payable by the Allottee to the Promoter in terms of the Agreement from the dates of default in payment till the date of termination.

The allottee agrees that dispatch of the cheque/ pay order/demand draft from the Promoter towards the said refund by hand delivery /Registered post at the address of the Allottee provided Herein, whether the Allottee accepts the delivery and/or encashes the cheque or not; or payment of the refund amount as aforesaid by RTGS, will amount to refund and full discharge of the Promoter's obligation in respect thereof.

- 6. In the event of any default either in the payment of any amount in accordance with the payment schedule annexed or in the compliance of any of the terms and conditions in connection with the Provisional reservation of the apartment the promoter shall be without prejudice to its right to insist on specific performance, entitled to cancel the allotment of the apartment and promoter shall be at liberty to deal with, sell and dispose of the Apartment in favour of any other person without any recourse to the Allottee.
- 7. In the event the Allottee withdraws/cancels the booking of the Apartment made under the Allotment letter or terminates this Agreement, save and except for the reason of failure of the Promoter to abide by the time schedule for handing over the said Apartment to the Allottee on the possession date as mentioned in clause 6.2 of the Agreement then the Allottee shall give a prior written notice (Notice) of 30(Thirty) Days along with reasons for Withdrawal/ Cancellation/ termination. The Allottee shall also return all documents (in original) pertaining to the apartment to the promoter along with the Notice.

Upon receipt of Notice by the Promoter, the Allottee shall not have any right, title and/or the real Estate Project And/or the Project Land except refund of money as mentioned below and the Allottee waives his/her/their/its right to claim and/or dispute against the Promoter in any manner whatsoever and the Promoter shall be entitled to deal and dispose of the said Apartment as it deems fit.

Within 30 (thirty) days from the expiry of the Notice Period of 30 (thirty) days and subject to execution and registration of the document by the Allottee as mentioned herein below, the Promoter shall refund to the Allottee the amounts received from the Allottee without any interest and compensation thereon after deducting:

- (a) An amount of ₹ \_\_\_\_\_ ( Rupees \_\_\_\_\_ Only) being 9.9% Of the Total Consideration towards forfeiture being just and fair Pre-estimated liquidated damage agreed between the Promoter and the Allottee;
- (b) Interest on any overdue payments;
- (c) Payment of all taxes received from the Allottee and paid by the Promoter to the Authorities; and
- (d) Amount of stamp duty and registration charges to be paid on deed of cancellation of the registered agreement For sale.

The aforesaid refund to the Allottee shall be made simultaneously upon the Allottee executing and registering the deed of cancellation or such other document as may be required by the Promoter, Failing which, the Promoter shall be entitled to proceed to execute/ register the deed of Cancellation for and on behalf of the allottee as an authorized confirms and authorizes constituted attorney of the Allottee before the Appropriate sub- registrar, and the Allottee hereby acknowledges and confirms and authorized The promoter accordingly. The parties further confirm that any delay or default in such execution/ registration of the deed of cancellation and other documents

shall not prejudice the cancellation of the apartment and the Promoter's right to sell/ transfer the Apartment to any third party without any reference to the Allottee. For the sake of clarity it is agreed between the parties that, the interest and/ or taxes paid on the Total Consideration shall not be refunded upon such cancellation/ termination.

8. The Promoter at its sole discretion may use such construction methodology, where all walls, floor slabs, columns beams, stairs, balconies, together with door and window openings may be cast at a place in a single/multiple site based operation. Because of use of such contraction methodology, the Allottee therefore agrees not to do any modification in the structure after handover.
9. This Application and Allotment letter is not transferable.
10. The Promoter shall have lies on the said Apartment till all amounts due by the Allottee are paid
11. All payment (except payments (except payments for stamp duty & registration charges) should be favoring Saptarishi Infracon Pvt L and to be made by cheque/ demand Draft / Pay Order payable at Mumbai/\_\_\_\_\_ or by RTGS. Any collection charges or cheque dishonor charges levied by bank shall be recovered from the Allottee with interest.
12. All payments towards booking/purchase of the Apartment and the covered parking space shall be made only by the Allottee/by the financial institution that has lent money to the Allottee against the Apartment and the covered parking space, and not by any other party on the Allottee's behalf. Payment made by third party on the Allottee's behalf shall not be accepted and recognized and by the Promoter.

\_\_\_\_\_  
[Name]

First applicant

\_\_\_\_\_  
[Name]

Second Applicant

\_\_\_\_\_  
[Name]

Third Applicant

Description Payment Plan		%
Initial Token Money		9.90%
On Completion of Plinth		35.10%
On Completion of 1st Slab		1.50%
On Completion of 2nd Slab		1.50%
On Completion of 3rd Slab		1.50%
On Completion of 4th Slab		1.50%
On Completion of 5th Slab		1.50%
On Completion of 6th Slab		1.50%
On Completion of 7th Slab		1.50%
On Completion of 8th Slab		1.50%
On Completion of 9th Slab		1.50%
On Completion of 10th Slab		1.50%
On Completion of 11th Slab		1.50%
On Completion of 12th Slab		1.50%
On Completion of 13th Slab		1.50%
On Completion of 14th Slab		1.50%
On Completion of 15th Slab		1.50%
On Completion of 16th Slab		1.50%
On Completion of 17th Slab		1.00%
On Completion of Internal Plaster, flooring & Door windows		5.00%
On completion of Sanitary fittings, staircase, lifts wells, lobbies		5.00%
On Completion of External plaster, External plumbing, elevation & terrace water proofing		5.00%
On Completion of Lifts, water pumps, electrical fittings, electro mechanical fittings & entrance lobby		10.00%
At the time of Possession		5.00%
<b>Grand Total</b>		<b>100.00%</b>
Membership Fees		
Legal Charges		
MGL		
Electric Meter		
Development Charges		
* Adhoc Maintenance 12 mths @ Rs 12		

# INFORMATION ABOUT THE INDIVIDUAL APPLICANTS

## First Applicant

Applicant Name : Mr/Mrs/Smt: \_\_\_\_\_

Son/Wife/Daughter of : Mr/Mrs: \_\_\_\_\_

Age : \_\_\_\_\_ Years

Profession (Designation)  
/occupation : \_\_\_\_\_

Name of Company/Organization

Currently working : \_\_\_\_\_

Present Mailing Address : \_\_\_\_\_

City : \_\_\_\_\_

State : \_\_\_\_\_

Pin Code No. : \_\_\_\_\_

Permanent Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City : \_\_\_\_\_

State : \_\_\_\_\_

Pin Code No. : \_\_\_\_\_

Telephone No/Fax No. : \_\_\_\_\_

Mob No. 1 : \_\_\_\_\_

Please add space for another Mobile Number and another E-mail address

E-Mail Address : \_\_\_\_\_

Nationality : \_\_\_\_\_

Residential Status : \_\_\_\_\_

[Resident/Non-Resident/Foreign National/Person of Indian Origin]

PAN : \_\_\_\_\_

Aadhar Card No. : \_\_\_\_\_

## Second Applicant

Applicant Name : Mr/Mrs/Smt: \_\_\_\_\_

Son/Wife/Daughter of : Mr/Mrs: \_\_\_\_\_

Age : \_\_\_\_\_ Years

Profession (Designation)  
/occupation : \_\_\_\_\_

Name of Company/Organization

Currently working : \_\_\_\_\_

Present Mailing Address : \_\_\_\_\_

City : \_\_\_\_\_

State : \_\_\_\_\_

Pin Code No. : \_\_\_\_\_

Permanent Address : \_\_\_\_\_

City : \_\_\_\_\_

State : \_\_\_\_\_

Pin Code No. : \_\_\_\_\_

Telephone No/Fax No. : \_\_\_\_\_

Mob No. 1 : \_\_\_\_\_

Please add space for another Mobile Number and another E-mail address

E-Mail Address : \_\_\_\_\_

Nationality : \_\_\_\_\_

Residential Status : \_\_\_\_\_

[Resident/Non-Resident/Foreign National/Person of Indian Origin]

PAN : \_\_\_\_\_

Aadhar Card No. : \_\_\_\_\_



## Third Applicant

Applicant Name : Mr/Mrs/Smt: \_\_\_\_\_

Son/Wife/Daughter of : Mr/Mrs: \_\_\_\_\_

Age : \_\_\_\_\_ Years

Profession (Designation)  
/occupation : \_\_\_\_\_

Name of Company/Organization

Currently working : \_\_\_\_\_

Present Mailing Address : \_\_\_\_\_

City : \_\_\_\_\_

State : \_\_\_\_\_

Pin Code No. : \_\_\_\_\_

Permanent Address : \_\_\_\_\_

City : \_\_\_\_\_

State : \_\_\_\_\_

Pin Code No. : \_\_\_\_\_

Telephone No/Fax No. : \_\_\_\_\_

Mob No. 1 : \_\_\_\_\_

Please add space for another Mobile Number and another E-mail address

E-Mail Address : \_\_\_\_\_

Nationality : \_\_\_\_\_

Residential Status : \_\_\_\_\_

[Resident/Non-Resident/Foreign National/Person of Indian Origin]

PAN : \_\_\_\_\_

Aadhar Card No. : \_\_\_\_\_

**INFORMATION ABOUT THE NON-INDIVIDUAL APPLICANT**

Name of Company : \_\_\_\_\_

Authorized Rep. Name : \_\_\_\_\_

Date of Incorporation : \_\_\_\_\_

Registered Office Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City : \_\_\_\_\_

State : \_\_\_\_\_

Pin Code No. : \_\_\_\_\_

Correspondence Address : \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City : \_\_\_\_\_

State : \_\_\_\_\_

Pin Code No. : \_\_\_\_\_

Telephone No/Fax No. : \_\_\_\_\_

Mob No. : \_\_\_\_\_

E-Mail Address : \_\_\_\_\_

Nationality : \_\_\_\_\_

Residential Status : \_\_\_\_\_

[Resident/Non-Resident/Foreign Company]

PAN : \_\_\_\_\_

**INFORMATION ABOUT THE APPLICANT**  
**(In case applicant is a Partnership Firm/LLP)**

Name of Firm	:	<div></div>
Authorized Partner	:	<div></div>
Date of Formation	:	<div></div>
Registered Office Address	:	<div></div> <div></div> <div></div>
City	:	<div></div>
State	:	<div></div>
Pin Code No.	:	<div></div>
Correspondence Address	:	<div></div> <div></div> <div></div>
City	:	<div></div>
State	:	<div></div>
Pin Code No.	:	<div></div>
Telephone No/Fax No.	:	<div></div>
Mob No.	:	<div></div>
E-Mail Address	:	<div></div>
Nationality	:	<div></div>
Residential Status	:	<div></div>
[Resident/Non-Resident/Foreign Company]		
PAN	:	<div></div>

## DOCUMENTS FURNISHED BY THE APPLICANT

### 1. Individual Resident of India

- ☐ Copy of Pan Card
- ☐ Copy of Aadhar Card
- ☐ 2 Passport size Photographs
- ☐ Address proof

### 2. Partnership Firm

- ☐ Copy of Pan Card of the partnership Firm
- ☐ 2 Passport size Photographs
- ☐ Copy of partnership Deed

In case of one of the partners has signed the documents, an authority letter from other partners' authority from other partners authorizing the said person to act on behalf of the Firm.

### 3. Private Limited& Limited Company

- ☐ Copy of Pan Card of the Company
- ☐ 2 Passport size Photographs
- ☐ Article of Association& Memorandum of Association duly signed by the Company Sectary of the Company
- ☐ Board Resolution authorizing the Signatory of the application to buy property on behalf of the company

### 4. Hindu Undivided Family (HUF)

- ☐ Copy Of Pan card of HUF
- ☐ 2 Passport size Photographs
- ☐ Authority letter from all coparceners' authorizing the Karta to act on behalf of the HUF

### 5. NRI/Person of Indian Origin

- ☐ Copy of the individual's Passport
- ☐ 2 Passport size Photographs
- ☐ NRE/NRO account no & Bank/Branch

## MODE OF BOOKING

(i) Direct (\_\_\_\_\_)

(ii) Property Dealer/Channel Partner/Broker (\_\_\_\_\_)

(Mention name & address of the Dealer/Channel Partner/Broker with stamp)

Name:
RERA Registration No.:
Address:
Signature:
Stamp & Date:

Declaration: I/we, the Applicant (s) do hereby declare that the above particulars/information provided by me/us in this application and its enclosures is true and correct.

Yours faithfully,

\_\_\_\_\_  
[Name]  
First

\_\_\_\_\_  
[Name]  
Second

\_\_\_\_\_  
[Name]  
Third

\_\_\_\_\_  
Signature of Site/Sales Manager of MLDL

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

