

Date: _____

To,

Mr./Mrs. _____,

Sub: Allotment Letter in respect of Flat No. _____, admeasuring on or about _____ Sq. Mtrs. RERA carpet area in _____ Wing on the _____ Floor in the proposed building known as “Suparshwa Trinity” (hereinafter referred to as the “Unit/Flat”) to be constructed on plot of land bearing Final Plot No. 238, 238A and 250 of Town Planning Scheme II of Vile Parle corresponding to C.T.S. No. 1254/A, 1256, 1256/1 to 1256/4, 1255 and 1255/1 to 1255/11 of Village – Vile Parle (East), Taluka – Vile Parle within the limits of Registration District and Sub – District of Mumbai Suburban and situated at Dixit Road, Vile Parle (East) Mumbai – 400057, within the limits of Registration District and Sub – District of Mumbai Suburban District (hereinafter referred to as "said Property").

Dear Sir/ Madam,

1. We are the Developers of or otherwise well and sufficiently entitled to develop the said property.
2. We are constructing a composite building on the said Property to be known as **“Suparshwa Trinity”** (hereinafter referred to as **“Composite Building”**) comprising of “A” wing (Ground plus Eight Floors) + “B” wing (Ground plus Twelve Floors) + “C” wing (Ground plus Twelve Floors) + “D” wing (basement plus Ground plus One Floor plus Service Floor), Tower Car Parking System, and Pit-Puzzle Car Parking System.
3. We have obtained IOD dated 25th October, 2022 under No. bearing No. P-11104/2022/(238 And Other/K/E Ward/FP/IOD/1/New, Commencement Certificate (“CC”) dated 09th February 2023 under No. P-11104/2022/(238 And Other)/K/E Ward/FP/CC/1/New, and Amended Commencement Certificate dated 16th March, 2023 bearing No. P-11104/2022/ (238 And Other) /K/E Ward/FP/CC/1/Amend.

4. On demand, we have given you the inspection of all title documents relating to the Property, Approvals and permissions given by concerned authorities and the plans, designs and specifications prepared by the Architect and the Structural Engineer and all other relevant documents specified under the Real Estate (Regulation and Development) Act, 2016 and the rules made thereunder.

5. Allotment of the said unit: -

This has reference to your request referred at the above subject. In that regard, we have the pleasure to inform you that you have been allotted a _____ BHK Flat bearing No. _____ admeasuring [_____] square meters of RERA Carpet area which is equivalent to [_____] square feet of RERA carpet area on [_____] floor in the Wing/Building in the project known as [_____] , having MahaRERA Registration No. _____ hereinafter known as (“Unit”)

6. Allotment of covered parking space/s: -

Further, we have the pleasure to inform you that you have been allotted along with the said unit, [_____] covered parking space/s at level basement/ podium/ stilt/ mechanical car parking in the New Building 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 between ourselves and yourselves.

7. Consideration: -

As agreed between us, the lumpsum consideration for the purchase of the Unit and the car parking space is Rs. [_____] (Rupees [_____] only) (“Total Consideration”).

8. Receipt of part consideration: -

We confirm to have received from you an amount of Rs. _____ as a booking amount/ an advance payment on [_____] , through cheque bearing no. [_____] dated [_____] drawn on [_____] Bank [_____] Branch.

The balance amount of consideration of Rs. _____ shall be paid by you in the following manner.

Rs. _____ (Rupees _____ only) on or before _____.

Rs. _____ (Rupees _____ only) on or before _____.

Rs. _____ (Rupees _____ only) on or before _____.

If you fail to make the balance payment within the time period as stipulated above, then further action as stated in Clause 13 hereunder written shall be taken by us as against you.

9. Disclosures of information: -

We have made available to you the following information namely: - 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.

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 the website address of MahaRERA is <https://maharera.mahaonline.gov.in/>. Our project registration no. is [_____].

10. 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 hereafter.

11. Further payments: -

Further payments towards the Total Consideration of the said Unit shall be made by you, in the manner and at 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.

12. Possession: -

The said Unit along with car parking spaces (s) shall be handed over to you on or before 31.12.2026 subject to receipt of the Total Consideration amount towards the said Unit as

well as of the car parking spaces(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.

13. Interest payment: -

In case of delay in making any payments, without prejudice to our rights to terminate this allotment letter, 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 on the delayed payment from the date of delay till the date of realisation of such payment.

Alternatively, we reserve our right to cancel this allotment, forfeit [_____] % of the Total Consideration and refund the balance amount without any interest and further allot the Unit to a third party.

14. Cancellation of Allotment: -

In case you desire to cancel the booking at any time hereafter, 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 the 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 Total Consideration;
3	Within 31 to 60 days from the issuance of the allotment letter;	1.5% of the Total Consideration;

4	After 61 days from issuance of the allotment letter	2% of the Total Consideration.
---	---	--------------------------------

In the event, the amount due and payable as referred in Clause 10 (a) 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.

15. Other payments: -

In addition to the Total Consideration payable by you, you shall also be liable to 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 12 hereunder written.

16. 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 13.

17. Execution and registration of the agreement for sale: -

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.

If you fail to execute the agreement for sale and appear of the same before the concerned Sub-Registration within the stipulated period 2 months 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 you to execute the agreement for sale and appear for registration of the same within (15) 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 Total Consideration 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.

In the event, the balance amount due and payable referred in Clause 13 (b) 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.

Until registration of the agreement for sale in your favor, you will not be entitled to transfer or assign the said Unit to any third party or seek specific performance for sale of the said Unit to you.

18. 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 documents.

19. Notices/Demand Letters: -

All notices/demand letters to be served upon you as contemplated in this letter shall be deemed to have been duly served if sent to you by Post/Hand Delivery/Registered A.D/WhatsApp to the address/phone number/email id given hereinabove.

20. Headings: -

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

Thanking You,

For, Suparshwa Developers

Name of the Partner: Mr. Anish Jain

(Authorised Signatory)

Email id: [_____]

Date:

Place: Mumbai

CONFIRMATION AND ACKNOWLEDGEMENT

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

Signature

(Name of the Allottee/s)

Date:

Place:

Annexure – A

Sr. No.	Stages	Estimated date of completion
	Excavation	
	Plinth	
	Slabs of super structure	
	Internal walls, internal plaster, completion of floorings, doors and windows	
	Sanitary electrical and water supply fittings within the said units	
	Staircase, lifts wells and lobbies at each floor level overhead and underground water tanks	
	External plumbing and external plaster, elevation, completion of terraces with waterproofing.	
	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.	
	Internal roads & footpaths, lighting	
	Water supply	
	Sewerage (chamber, lines, septic tank, STP)	
	Storm water drains	
	Treatment and disposal of sewage and sullage water	
	Solid waste management & disposal	
	Water conservation/ rain water harvesting	
	Electrical meter room, sub-station, receiving station.	
	Others	