

LETTER OF ALLOTMENT

Date: _____ 2024

To,

Name: _____

Address: _____

Dear Sir,

***Ref:** Provisional Allotment of Unit No. _____ admeasuring _____ sq. ft. RERA carpet area equivalent to _____ square meters RERA carpet area on the _____ floor of the Project known as “Ratan Laxmi Villa”, under MahaRERA registration No. _____ to be constructed on the said Property situated and lying at CTS Nos. 799, 799/1 to 17, 800 and 800/1 to 6 of Mulund Division in the Registration District and Sub District Mumbai Suburban situated at Junction of N. S. Road & S. Lalwani Road, Mulund (West), Mumbai 400080.*

1. You are aware that we are the owners/ developers, and are entitled to develop, a new building known as “Ratan Laxmi Villa” (“**said Building**”) comprising of residential and commercial units to be constructed on all that piece and parcel of land admeasuring about 749.70 sq. mts. equivalent to or thereabouts. (“**said Property**”) situated and lying at CTS Nos. 799, 799/1 to 17, 800 and 800/1 to 6 of Mulund Division in the Registration District and Sub District Mumbai Suburban situated at Junction of N. S. Road & S. Lalwani Road, Mulund (West), Mumbai 400080.
2. You are also aware that we have registered the said Project by the name “Ratan Laxmi Villa” (“**said Project**”) as required under the provisions of the Real Estate (Regulation and Development) Act, 2016 (“**RERA**”), under registration No. _____.

Allotment of the said Flat/ Unit:

3. As desired by you, and pursuant to your request, we hereby inform you that we are agreeable to allot to you a residential flat/ commercial unit bearing Flat/ Unit No. _____ (“**said Flat/ Unit**”) admeasuring _____ sq. ft. RERA carpet area (as per the governing regulations and rules prescribed under RERA) equivalent to _____ square meters RERA carpet area on the _____ floor of the said new Building known as “Ratan Laxmi Villa” in the said Project, to be constructed on the said Property situated and lying at CTS Nos. 799, 799/1 to 17,

800 and 800/1 to 6 of Mulund Division in the Registration District and Sub District Mumbai Suburban situated at Junction of N. S. Road & S. Lalwani Road, Mulund (West), Mumbai 400080.

Allotment of car parking:

4. We have allotted along with the said Flat/ Unit _____ Nos. of open/covered/stilt car parking spaces bearing No. _____ admeasuring _____ sq. ft. having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance in the mechanized tower car parking system or pit stack parking or puzzle car parking system in the proposed new building, subject to planning constraints on the terms and conditions as more specifically enumerated / stated in the Agreement or Sale to be entered into between ourselves and yourselves.

Consideration/ receipt of Part Consideration:

5. The total sale consideration price for the said Flat/Unit is Rs. _____/- (Rupees _____ only) (“**Consideration**”) calculated on a lump sum basis, which is exclusive of GST, other taxes, stamp duty and registration charges and other charges and is further subject to applicable deduction of TDS as per the provisions of Income Tax Act, 1961 at the time of making respective payment of the said Consideration in instalments more specifically enumerated / stated in the Agreement or Sale to be entered into between ourselves and yourselves.
6. You have requested us to consider payment of the said Consideration in stages, which has been accepted by us and accordingly, on execution of this writing, we confirm to have received from you an amount of Rs. _____/- (Rupees _____ only) being ____% of the total sale consideration, on dd/mm/yyyy, through (mode of payment) being the Booking Amount/ Advance Payment towards the said Consideration after deducting income tax at source @ 1% under the provisions of Income Tax Act, 1961 (TDS).
7. As per our mutual understanding, the balance amount of the Booking Amount/ Advance Payment shall be paid by you in the following manner:
- a. Rs. _____/- (Rupees _____ only), on or before dd/mm/yyyy ;
 - b. Rs. _____/- (Rupees _____ only), on or before dd/mm/yyyy ;
 - c. Rs. _____/- (Rupees _____ only), on or before dd/mm/yyyy ;

NOTE: The total amount accepted under this clause shall not be more than 10% of the cost/ Consideration of the said Flat/ Unit.

8. You shall deposit the amount of TDS deducted as mentioned herein above as per the provisions of Income Tax Act, 1961, to the credit of the income tax department simultaneously after deducting the TDS as mentioned hereinabove and shall immediately provide proof of deposit to us.
9. In the event the Booking Amount is collected in stages/ instalments as set out hereinabove and if you fail to pay any subsequent instalment and/ or other charges, taxes etc. as and when called upon, we shall serve a notice calling upon you to pay the subsequent instalment and/ or other charges, taxes etc. within 15 (days) from receipt of such notice, failing which we shall be entitled to terminate/ cancel the allotment of the said Flat/ Unit. Upon such termination/ cancellation of this allotment, we shall be entitled to forfeit an amount not exceeding 2% of the total Consideration of the said Flat/ Unit, and the balance Consideration, if any, shall be refunded back to you, without any interest within 45 days from such termination.

Further Payment:

10. Further payments towards the Consideration of the said Flat/ Unit as well as of the garage(s)/covered car parking space(s), if any, shall be made by yourself, in the manner and at the times as well as on the terms and conditions as more /specifically enumerated / stated in the Agreement or Sale to be entered into between ourselves and yourselves.

Interest Payment:

11. The time of payment of the respective instalments as enumerated under this Letter of Allotment as well as time of payment of the said Consideration in instalments to be more specifically set out in the Agreement for Sale to be entered into between ourselves and yourselves and/ or time of payment of other charges, taxes etc. shall be the essence. In case of delay in making any payments, you shall be liable to pay interest at the rate of State Bank of India highest Marginal Cost of Lending Rate (MCLR) + 2% per annum or such other rate of interest as per the provisions of RERA shall be payable by you on the outstanding amount/s along with the other charges including taxes as applicable.

Disclosure of Information

12. We have made available to you the following information namely:
 - a. The sanctioned plans, layout plans, along with specification approved by the competent authority are displayed at the project site and has also been uploaded on MahaRERA Website.

- b. 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.
- c. The website address of MahaRERA is <http://maharera.mahaonline.gov.in/#>

Encumbrances:

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

Execution of Agreement for Sale:

- 14. You shall execute and register the Agreement for Sale and appear for registration of the Agreement for Sale before the concerned sub-registrar within 2 (two) months from the date of issuance of this Letter of Allotment or within such time as may be communicated to you or extended by mutual consent.
- 15. Alternatively, upon payment of 10% of the total sale consideration of the said Flat/ Unit, you shall execute and register the Agreement for Sale and appear for registration of the Agreement for Sale before the concerned sub-registrar within 15 (fifteen) days upon intimation from us.
- 16. In the event, you are unable to execute and register the Agreement for Sale or in the event you fail to appear for registration of the Agreement for Sale before the concerned sub-registrar as and when called upon by us, then, we shall not be held liable for the same. Further, 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 terminate/ cancel the allotment of the said Flat/ Unit. Upon such termination/ cancellation of this allotment, we shall be entitled to forfeit an amount equivalent to 2% of the total Consideration of the said Flat/ Unit, and the balance Consideration, if any, shall be refunded back to you, without any interest within 45 days from the date of such termination.
- 17. Further, it is clarified that forwarding the proforma of Agreement for Sale does not create any binding effect on part of ourselves until the actual execution and registration of the Agreement for Sale in respect of the said Flat/ Unit in the manner set out hereinabove.

Cancellation of Allotment and Forfeiture

18. In case you desire to cancel the booking, we shall deduct an amount mentioned in the Table hereunder written and the balance amount of Consideration, if any, shall be refunded to you within 45 days from the date of receipt of the letter requesting cancellation or within the time mutually agreed:

Sr. No.	If the letter requesting to cancel the booking is received	Amount to be deducted
1.	Within 15 days from the issuance of Allotment Letter	NIL
2.	Within 16 to 30 days from the issuance of Allotment Letter	1% of the Consideration in respect of the said Flat/ Unit
3.	Within 31 to 60 days from the issuance of Allotment Letter	1.5% of the Consideration in respect of the said Flat/ Unit
4.	After 61 days from the issuance of Allotment Letter	2% of the Consideration in respect of the said Flat/ Unit

19. In addition, upon cancellation/ termination of the allotment, you shall also forgo the full amount of GST and/ or other charges, taxes etc. collected/ payable by you upto the date of such cancellation/ termination. You agree and confirm that the said cancellation charges/ forfeiture amount constitutes a reasonable genuine and agreed pre-estimate of the damages that will be caused to us, and that the same shall be in the nature of liquidated damages and not penalty.
20. Upon cancellation/ termination of the allotment of the said Flat/ Unit, you shall have no right, title, interest, claim, lien or demand or dispute of any nature whatsoever either against us or against the said Flat/ Unit and we shall be entitled to deal with and dispose of the said Flat/ Unit to any other person/s as we may deem fit without any further act or consent from you.

Representations:

21. It is further agreed between us and you agree and confirm that; we have allotted the said Premises to you in reliance of the accuracy of the representations and warranties which we consider and you agree to be an important and integral part of this allotment:
- a. You shall not sell, transfer, deal with or otherwise dispose off in any manner whatsoever, the said Flat/ Unit and / or any part thereof to any person without our written consent on the same. This term is one of the fundamental terms and the essence of the contract.

- b. Applicability of transfer fees/administrative charges/facilitation fee will be at our sole discretion.
- c. The said Flat/ Unit shall be used for residential/ commercial purposes only and no change of user shall be permitted.
- d. You have taken inspection of all the approvals, plans and other documents and are satisfied about the title to the said Property. The Promoters are entitled to amend, modify and/or substitute the proposed building plans in accordance with the RERA and/ or other applicable law/s, subject to planning constraints. You agree to accept such modification and/or amendments in the plans as long as the area and layout agreed to be allotted to you is unchanged.

Other Payments

- 22. The stamp duty, registration charges and other expenses towards execution of the Agreement for Sale shall be paid and borne by you exclusively. It has been agreed that all taxes, duties, cesses (whether applicable/payable now or become applicable/payable in future) including Goods and Services tax (“GST”) or any Govt. taxes/levies/duties etc and other amounts/deposits payable under this Letter of Allotment/ Agreement for Sale or otherwise and / or on the transaction contemplated herein shall be borne and paid by you alone and we shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof. In the event you fail to pay the stamp duty charges and registration charges to register the Agreement for Sale and/ or any amounts including all taxes, duties, cesses mentioned hereinabove within the prescribed time of the notice, then we shall have the option to terminate this Letter of Allotment and the consequences of termination as mentioned in Clause 15 shall ensue.
- 23. The time period for payment of the said Consideration will be of essence. Any delay in payments to be made on your behalf shall attract interest at the rate of MCLR+2% per annum or such other rate of interest as per the provisions of RERA alongwith such additional penalty which may be permitted within the ambit of law. You shall indemnify and keep us indemnified for any loss, damage caused to us, if any amounts mentioned under this Letter of Allotment including any taxes, duties and cesses and/or levies are not paid by you as mentioned hereinabove.

No Mortgage

- 24. No mortgage/lien/creating third party right is permissible on this Letter of Allotment without our prior written consent.

Possession

25. The said Flat/ Unit along with the open/covered/stilt car parking spaces shall be handed over to you on or before [REDACTED] or on such other date as may be mentioned in the Agreement for Sale, subject to the payment of the total Consideration amount in respect of the said Flat/ Unit and all other charges and overdue interest as may be payable by you including any other outstanding charges in the manner and at the time as well as per the terms and conditions as more specifically enumerated in the Agreement for Sale to be entered between ourselves and yourselves.

Force Majure

26. In the event, if we are unable to commence the construction of the said Building on account of force majeure factors like earthquake, tsunami, floods, fire, pandemic, war, civil commotion, act of God or for any reason beyond our control, then, in such event, you/we will be entitled to cancel the allotment herein and you can opt for an exit from the said Project, then we shall refund the amount paid by you without interest.

Jurisdiction

27. This Letter of Provisional Allotment shall be governed and interpreted by and construed in accordance with the laws of India. The authority constituted under the RERA act shall have jurisdiction over all matters arising out of or relating to this letter. However, any disputes or differences which do not fall within the preview of RERA act or rules made thereunder, then the Civil Courts at Mumbai shall have exclusive jurisdiction.

Confidentiality

28. You are required to keep this writing/the contents hereof confidential and shall not to disclose the same to any third party and you shall neither use, nor reproduce for use these writings/any contents hereof in any manner whatsoever.

Assignment

29. This Letter of Allotment and earmarking of the Apartment and car parking space/s are non-transferable and non-assignable by you under any circumstances.

Validity of Allotment Letter

30. This Letter is merely an acknowledgement of earmarking of the Apartment and car parking space/s on the terms and conditions hereof. The allotment shall be confirmed upon your execution of the Agreement for Sale. This Letter of Allotment shall cease to operate and be of no effect either upon its termination, or upon the execution and registration of the Agreement for Sale.

Notice

31. All letters, circulars, receipts and/or notices issued by us dispatched under Courier/ Speed Post AD to your address and/ or email known to us shall be sufficient proof of the receipt of the same by you and shall completely and effectively discharge us. For this purpose, you have given the address and email specified below:

Name of the Customer:

E-mail ID:

Contact Number:

Address of the Customer:

Headings:

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

Kindly acknowledge the receipt of this Letter of Allotment by signing and accepting the terms and conditions hereto on the duplicate copy of this letter mentioned herein.

Yours faithfully,
For **M/s. Essence Developers LLP**

Signature of Authorized Signatory

Name: _____

Date & Place: _____

CONFIRMATION AND 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.

Signature of the Customer

Name: _____

Date & Place: _____

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	

For **M/s. Essence Developers LLP**

Authorized Signatory of Promoter

Name: _____