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## ALLOTMENT LETTER

**Date:**

To,  
Mr. /Ms. \_\_\_\_\_,  
Address \_\_\_\_\_,  
\_\_\_\_\_  
Ph. No. \_\_\_\_\_,  
PAN No. \_\_\_\_\_,  
Aadhar No. \_\_\_\_\_,  
Email ID \_\_\_\_\_.

**Sub:** Your request for allotment of flat / commercial premises  
in the Project known as **Prestige Garden Trails** 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, we have the pleasure to inform that you have been allotted a \_\_\_\_\_ BHK flat / commercial premises bearing No. \_\_\_\_\_ admeasuring RERA Carpet area \_\_\_\_\_ square meters or thereabouts equivalent to approximately \_\_\_\_\_ square feet situated on \_\_\_\_\_ floor in the project known as Prestige Garden Trails having MahaRERA Registration No. \_\_\_\_\_ (hereinafter referred to as "**the said Unit**"), being developed on land admeasuring 22,135 square meters or thereabouts being a portion of old survey No. 92 (corresponding to new survey no. 13/1) totally admeasuring 59,700 square meters or thereabouts, situate lying and being at Village Mahajanwadi, Taluka and District Thane and within the jurisdiction of Mira Bhayandar Municipal Corporation (MBMC) ("**said Property**") for a total consideration of Rs. \_\_\_\_\_/ - (Rupees \_\_\_\_\_ only) exclusive of GST, stamp duty, registration charges, **outgoings and other charges**.

**2. Allotment of garage/ covered parking space(s):**

Further we have the pleasure to inform you that you have been allotted along with the said Unit, covered car parking space(s) at \_\_\_\_\_ level basement /podium bearing/ stilt/ mechanical car parking unit bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet having \_\_\_\_\_ ft length x \_\_\_\_\_ ft breadth x \_\_\_\_\_ ft vertical clearance, on the terms



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and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

OR

**Allotment of open car parking:**

Further we have the pleasure to inform you that you have been allotted an open car parking bearing no. \_\_\_\_\_ having \_\_\_\_\_ ft. length x \_\_\_\_\_ ft. breadth without consideration.

3. **Receipt of part consideration:**

We confirm to have received from you an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only), (amount not being more than 10% of the cost of the said Unit) being \_\_\_\_\_ % of the total consideration value of the said Unit as booking amount / advance payment on \_\_\_\_\_ (dd/mm/yyyy)\_\_\_\_, through \_\_\_\_\_ (mode of payment)\_\_\_\_. The above payment received by me/us have been deposited in RERA Designated Collection Bank Account, Bank, Branch having IFS Code \_\_\_\_\_ situated at \_\_\_\_\_. In addition to the above bank account, we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. \_\_\_\_\_ and respectively.

**Note** For projects where promoters have area share, the three bank accounts for the project of all promoters shall be listed. For projects where promoters have revenue share the three bank accounts of all promoters as well as the RERA designated master bank account of the project shall be listed.

4. **Disclosures of information:**

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** annexed herewith; and

(iii) The website address of MahaRERA is <https://maharera.maharashtra.gov.in/#>.

5. **Encumbrances:**



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We hereby confirm that the said Unit is free from all encumbrances, and we further hereby 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 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.

**7. Possession:**

The said Unit along with the covered car parking spaces(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 covered car parking space(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.

**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.

**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 (if any) 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.     | After issuance of the allotment letter and/or booking form (as the case maybe) | 10% of the cost of the said Unit as Liquidated Damages along with all costs such as brokerage, taxes etc. at actuals incurred by the Developer (if any). |

*\*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 (if any) is not refunded within 45 days from the date of receipt of your final letter requesting to cancel the said booking, you shall be entitled to receive the balance amount with interest



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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, registration charges, **outgoings and other 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.

**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 the 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 **45 days** from the date of issuance of this letter or within such period as may be communicated to you\*. The said period of **45 days** can be further extended on our mutual understanding **in writing**.

*\*In the event the Agreement for Sale is not executed and registered as mentioned hereinabove, the promoter shall serve upon the allottee a notice calling upon the allottee to **execute and register the agreement** within 15 (fifteen) days which if not complied, the promoter shall be entitled to cancel this allotment letter **and/or the booking form (as the case may be)**. On cancellation of the allotment letter/ **booking form**, 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 **more**. 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 registration of the same before the concerned Sub-Registrar within the stipulated period **45 days** 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 upon you to execute the agreement for sale



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and appear for registration of the same within 15 (*Fifteen*) days, which if not complied, we shall be entitled to cancel this allotment letter and further we shall be entitled to forfeit an amount **as stated in Clause 9 above** 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 **(if any)** 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.

**13. 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 document.

**14. Headings:**

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

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 - A.

I/We hereby agree and accept the terms and conditions as stipulated in this allotment letter.

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 Unit   |                    |
| 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   |                    |

\_\_\_\_\_  
Promoter/ Authorized Signatory