

ON THE LETTERHEAD OF TRIGUNI BUILDERS & DEVELOPERS PVT. LTD.

LETTER OF ALLOTMENT

Date: _____

To,

_____,
_____,
_____,
_____.

(Purchaser's address, telephone number, PAN card number, Aadhar card number and email ID to be written.)

Sir / Madam,

Re: Allotment of flat bearing No. _____ admeasuring _____ square feet (RERA carpet area), in the Project known as "_____", having MahaRERA Registration No. _____.

Sir / Ma'am,

1. Allotment of the said Flat:

This has reference to the above subject. In that regard, we have the pleasure to inform you that at your request, we have agreed to allot to you, a _____ BHK flat, bearing No. _____, admeasuring _____ square metres (RERA carpet area), equivalent to _____ square feet (RERA carpet area), situated on the _____ floor in the _____ Wing, in the project known as "_____", having MahaRERA Registration No. _____ (hereinafter referred to as the "**said Flat**"), being developed on all that pieces and parcel of the land bearing Sub-Plot No. 40 admeasuring 504 sq. mtrs bearing CTS No.768/39, Sub-Plot No. 41 admeasuring 512 sq. mtrs bearing CTS No.768/40, Sub-Plot No. 55 admeasuring 504 sq. mtrs bearing CTS No.768/47 and Sub-Plot No.56 admeasuring 711 sq. mtrs. bearing CTS No.768/48 forming part of Old Final Plot No.624, and New Final Plot No. 620/13 of TPS III of Borivali (West) admeasuring 2286.6 Sq. mtrs., Taluka Borivali, in Mumbai Suburban District (collectively, the "**said Property**"), for the total consideration of Rs. _____/- (Rupees _____ Only) ("**Sale Price**"), exclusive of GST, stamp duty and registration charges, and all other costs, charges, expenses, taxes, etc.

2. Allotment of garage / covered parking spaces:

Further have the pleasure to inform you that you have been allotted along with the said unit, garage/covered car parking space at _____ level basement / podium/stilt / mechanical car parking unit bearing No. _____ measuring _____ sq. ft. having ft. length x _____ ft. breadth x _____ ft. vertical clearance on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

Or

Further, we have the pleasure to inform you that we have agreed to allot to you, a car parking space bearing No. _____ having _____ ft. width and _____ ft. breadth (“**Car Parkings**”), without consideration.

3. **Receipt of part consideration:**

We confirm to have received from you an amount of Rs. _____ in figures (Rupees. in words _only), (this amount shall not be 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 _____ through _____ (mode of payment). The above payment received by us have been deposited in RERA Designated Collection Bank Account 04220200001189, Bank of Baroda, Branch Worli having IFS Code BARB0WORLD situated at 13, Vaswani Chambers, Opp. Old Passbook Office, 264-265, Dr. Annie Besant Road, Worli, Mumbai – 400 030 _____. In addition to the above bank account, we have opened in the same bank, RERA Designated Separate Bank Account No. 04220200001190 and RERA Designated Transaction Bank Account having Account No. 04220200001191 and _____ respectively.

4. **Disclosures of information:**

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

- (a) 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 the MahaRERA website;

(b) The following approvals have been granted in respect of the development of the said Property:

(i) _____;

(ii) _____;

(c) The website address of MahaRERA is <https://maharera.mahaonline.gov.in>.

5. **Encumbrances:**

6. **Further payments:**

You confirm to pay, Rs. _____/- (Rupees _____ Only), being the balance Sale Price, in the manner and at the times set out in the schedule annexed hereto and marked as Annexure "B".

7. **Possession:**

Subject to you not being in default of any of the terms and conditions contained herein and in the agreement for sale to be executed between us, including default in payment of the Sale Price or any part thereof, and you not terminating this Letter of Allotment and the transaction contemplated herein, the possession of the said Flat along with Car Parkings, shall be handed over to you, on or before _____ ("Possession Date").

8. **Interest payment:**

In case of delay in making any payments by you to us, 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 (2%), on all delayed payments, from the due date till the date of realization thereof.

9. **Cancellation of Allotment:**

- (A) In case you desire to cancel the booking, an amount mentioned in the table hereunder, shall be deducted, and the balance amount due and payable shall be refunded to you without interest, within forty-five (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.	within fifteen (15) days from issuance of this of the allotment letter	Nil
2.	within sixteen (16) to thirty (30) days from issuance of the allotment letter	One percent (1%) of the cost of the said Flat
3.	within thirty one (31) days to sixty (60) days from issuance of the allotment letter	One point five percent (1.5%) of the cost of the said Flat
4.	after sixty one (61) days from issuance of the allotment letter	Two percent (2%) of the cost of the said Flat

- (B) In the event the amount due and payable referred in Clause ____ hereinabove is not refunded within forty five (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 (2%), from the expiry of forty five dates from the date of receipt of your letter requesting to cancel the said booking, till the date of payment thereof.

10. **Other payments:**

You shall make 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 ____ 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 ____ hereinbelow.

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, **on or before ____**.
- ii. If you fail to execute the the agreement for sale and/or appear for registration of the same before the concerned Sub-Registrar, within the time period stipulated in Clause ____ hereinabove, 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 fifteen (15) days from the date of such notice, which if not complied, **without prejudice to our other rights and remedies**, we shall be entitled to cancel this letter and further we shall be entitled to forfeit 2% of the Sale Price.

13. Validity of Allotment Letter:

This allotment letter, shall not be construed to limit your rights, interests and liabilities, upon execution and registration of the agreement for sale between ourselves and yourselves. Cancellation of the said Flat thereafter, shall be covered by the terms and conditions of the registered agreement for sale.

14. Headings:

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

For **TRIGUNI BUILDERS & DEVELOPERS PVT. LTD.**

Director

Email ID:

Date:

Place:

CONFIRMATION AND ACKNOWLEDGMENT

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

(Allottee)

Date:

Place:

DRAFT

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	
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 the 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 (chambers, 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(s)/Authorized

Signatory

Annexure “B”

Payment Schedule

The Sale Price* shall be paid by the Purchaser/s to the Promoter in the following manner:

Sr. No.	Particulars/Event	Due in %	Amount (Rs.)
1.	On booking	10%	
2.	On Registration of agreement for sale/within 30 days of Booking	10%	
3.	On completion of Raft	10%	
4.	On completion of __ Basement Slab	5%	
5.	On completion of __ Basement Slab	5%	
6.	On completion of plinth	5%	
7.	On completion of __ floor slab	5%	
8.	On completion of __ floor Slab	5%	
9.	On completion of ____th floor slab	5%	
10.	On completion of ____th floor slab	5%	
11.	On completion of Terrace slab	5%	
12.	On Completion of Walls & internal Plaster/Gypsum of the Said Flat	5%	
13.	On Completion internal Plumbing , flooring of the said flat	5%	
14.	On completion of external Plumbing	5%	
15.	On Installation of Sanitary, Lifts, Electrical fittings, Water Pumps & Fire Fighting System	10%	
16	Receipt of Occupation Certificate	5%	
	Total	100%	

(*) The Sale Price is exclusive of any sums or amounts including applicable service tax, VAT/ GST and other taxes, cess, levies, fees and other charges of any nature whatsoever, as are or may be applicable on the Sale Price and/or payable hereunder or in respect of the said Flat and all such amounts shall be entirely borne and paid by the Purchaser/s on demand being raised by the Promoter.