

Date: _____

To,
Mr/Mrs./Ms. _____
R/o _____
(Address) _____

Telephone/Mobile No. _____
Pan Card No.:
Aadhar Card No.:
Email ID:

Sub: Your request for allotment of Residential Unit No. _____ on _____ floor
in the Building known as “**SIDDHI ELITE**” having MahaRERA Registration
No. _____, to be constructed on:

All that piece and parcel of land bearing C.T.S. No. 1879, 1879/1 to 4 of Village
Vile Parle (East), Final Plot No. 383 of TPS – V (1st Variation) (Final) at Vile Parle
(East), Mumbai in K/East Ward and admeasuring 368.40 sq. meters as per the
Property Register Card and 360.90 sq. meters.

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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 you that you have been allotted the ____ BHK Flat
bearing No. _____ admeasuring RERA Carpet area ____ sq. mtrs equivalent
to ____ sq. ft. situated on _____ floor in the project known as “**SIDDHI
ELITE**” having MahaRERA Registration No. _____, hereinafter
referred to as “the said Unit”, being developed on the property more particularly
specified hereinabove for a total consideration of Rs. _____/- (Rupees
_____ only) exclusive of GST, stamp duty and registration
charges, statutory taxes, legal charges, cost of formation of the Common
Organization, Conveyance Charges, Share Money, Maintenance Charges, Deposit
towards Water, Electric, and other utility and services connection charges,
Competent Authority transfer charges and other charges as set out in the
Agreement for Sale to be executed between ourselves and yourselves.

All payments against this allotment shall be made by you by way of an account
payee Cheque/Demand Draft drawn in favour of “_____”

or transferred to account having details as mentioned in the Schedule I written hereunder.

In case of the dishonor of any cheque, issued by the Allottee/s or any of the Allottee/s, pursuant hereto, for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed' the cheque bouncing charges shall be minimum of Rs. 1000/- (Rupees One Thousand Only) per instance per day of delay, which shall be payable by the Allottee/s, who issued the cheque in question. The Allottee/s must also ensure payments of the amount of the cheque in question and the cheque bouncing charges within 15(fifteen) days from the date of the dishonor of the cheque, failing which such cheque dishonoring charges of Rs. 1,000/- (Rupees One Thousand Only) per instance per day of delay shall increase to Rs.10,000/- (Rupees Ten Thousand Only) per instance per day of delay.

2. Allotment of Garage/Covered Car Parking Space(s):

Further we have the pleasure to inform you that you have been tentatively allotted ____ mechanical car parking space at ____ level basement/podium/stilt/ mechanical car parking unit bearing No.____ admeasuring ____ sq. ft.. having ____ ft. length X ____ ft. breath 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.

3. Receipt of part consideration:

We confirm to have received from you an amount of Rs. ____ (Rupees ____ 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 _____. The above payment received by 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.

OR

3. Receipt of part consideration:

A. You have requested us to consider payment of the booking amount / advance

payment in stages which request has been accepted by us and accordingly, we confirm to have received from you and amount of Rs. _____ (Rupees _____) being _____% of the total consideration value of the said unit as booking amount/advance payment shall be paid by you in the following manner:

- a) Rs. _____ (Rupees _____ Only) on or before _____.
- b) Rs. _____ (Rupees _____ Only) on or before _____.
- c) Rs. _____ (Rupees _____ Only) on or before _____.
- d) Rs. _____ (Rupees _____ Only) on or before _____.

Note: The total amount accepted under this clause shall not be more than 10 % of the cost of the said unit.

B. If you fail to make a balance _____% of the booking amount/advance payment within the time period stipulated above further action as stated in Clause 12 hereunder written shall be taken by us as against you.

C. The above payment received by 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.

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 attached herewith and
- iii) The website address of MahaRERA is <https://maharera.mahaonline.gov.in/#>

5. 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.

OR

We have the following encumbrance (s)/encumbrance (s) attached with caveats as enumerated hereunder on the said unit.

- a) N.A
- b)
- c)

6. Further payments:

Further payments towards the consideration of the said unit as well as the mechanized 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 mechanized car parking space(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 mechanized 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’s 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 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.	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 cost of the said unit;
3.	within 31 to 60 days from issuance of the allotment letter;	1.5% of the cost of the said unit;
4.	after 61 days from issuance of the allotment letter and until execution and registration of the	2% of the cost of the said unit including the brokerage charges

	Agreement for Sale in respect of the said Unit;	and 6% of the costs of unit as pre-quantified liquidated damages.
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**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 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’s highest Marginal Cost of Lending Rate plus two percent.

10. Other payments:

You shall make the payment of GST and registration charges and such other payments as more specifically mentioned in the agreement for sale, as applicable, 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 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.

**In the event the booking amount is collected in stages and if the allottee fails to pay the subsequent stage installment, the promoters shall serve upon the allottee a notice calling upon the allottee to pay the subsequent stage installment within 15 (fifteen) days, which if not complied, the promoters shall be entitled to cancel this allotment letter. On cancellation of the allotment letter the promoters 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 less. 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. In event of cancellation, amount paid by you, after deductions of forfeiture charges including the brokerage charges and 6% of the costs of the unit as a pre-quantified liquidated damages, shall be refunded to your Bank Account as mentioned and thereafter, you shall not have any right, title, claim and interest over the said unit and we shall be entitled to dispose off the same as we deem fit and proper including selling the said unit to any third party.

- 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 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 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 cancel this allotment letter and further we shall be entitled to forfeit an amount not exceeding 2% of the cost of the said unit including the brokerage charges and 6% of the costs of the unit as a pre-quantified liquidated damages 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 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's 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.

The benefit of this letter of intent and matters of and incidental thereto cannot be directly or remotely transferred or assigned or disposed off by you without having obtained our prior written consent for the same.

14. Headings:

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

SCHEDULE I	
Promoter’s Bank Details	Allottee’s Bank Details
Account Name:	Account Name:
Account No.:	Account No.:
Bank Name:	Bank Name:
Branch Name:	Branch Name:
IFSC Code:	IFSC Code:

For **Promoter**

Signature

Email Id:

Date:

Place:

CONFIRMATION & ACKNOWLEDGEMENT

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.

Signature

Name : _____

(Allottee/s)

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 tasks	
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.	Watersupply	
14.	Sewerage(chamber, lines, septictank, STP)	
15.	Storm waterdrains	
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 _____