

Draft
Without prejudice

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

Sub: Your request for Allotment of flat in the Project known as
Prestige Ocean Towers – North having MahaRERA
Registration No. _____.

Sir/ Madam,

- Allotment of the said Flat:** 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 bearing No. _____ admeasuring RERA Carpet area _____ square meters or thereabouts equivalent to approximately _____ square feet situated on _____ floor in the project known as Prestige Ocean Towers – North having MahaRERA Registration No. _____ (hereinafter referred to as “**the said Flat**”), being developed on all that piece and parcel of land admeasuring 8498.76 square meters or thereabouts (“**Project Property**”) from and out of larger land admeasuring 9309.93 square meters or thereabouts bearing Cadastral Survey No. 2193 (Part) of Bhuleshwar Division situated lying and being between the junction of Maharshi Karve Road and Dr. Babasaheb Jaykar Marg and SK Patil Udyan, in the Registration District and Sub-District of Mumbai City, C – Ward (“**said Property**”) for a total consideration of Rs. _____ / - (Rupees _____ only) exclusive of GST, stamp duty, registration charges, **outgoings and other charges**.
- Allotment of parking space(s):** Further we have the pleasure to inform you that you have been allotted along with the said Flat, covered car parking space(s) at _____ level basement /podium bearing No(s) _____ admeasuring _____ square meters or thereabouts equivalent to approximately _____ square feet, on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.
- 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 Flat*) being _____ % of the total consideration value of the said Flat as booking amount /advance payment on _____ (dd/mm/yyyy) _____, through _____ (mode of payment) _____.

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.mahaonline.gov.in/#>.

5. Encumbrances:

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

6. Further payments:

Further payments towards the consideration of the said Flat as well as of the 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 Flat along with the covered car parking spaces(s) shall be handed over to you on or before 31st December 2029 subject to the payment of the consideration amount of the said Flat 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 Flat as Liquidated Damages along with all

		costs such as brokerage, taxes etc. at actuals incurred by the Developer (if any).
--	--	------------------------------------------------------------------------------------

(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 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 and/or if the allottee fails to pay any instalment, the promoter shall serve upon the allottee a notice calling upon the allottee to pay the subsequent stage instalment 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 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 Flat 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:

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 Flat	
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	