

No.

Date:-

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mobile No.:-

Pan Card No.:-

Aadhar No.:-

Email id.:-

Sub:- Your request for allotment of flat / in the project known as “5th Avenue SunteckCity - Tower 2”, situate on part of land bearing CTS no 165/A/1 and CTS no 165/C/1 situate at Village Goregoan, Taluka Borivali, Mumbai Suburban District at Oshiwara, Goregoan, Mumbai having MahaRERA Registration No. <<**RERA Registration No**>>

Dear 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 a \_\_\_\_\_ BHK Flat/ bearing No. \_\_\_\_\_ admeasuring RERA carpet area \_\_\_\_\_sq.mtrs equivalent to \_\_\_\_\_ sq.ft. situated on \_\_\_\_\_floor in the Building \_\_\_\_\_/Tower \_\_\_\_\_/ Wing\_\_\_\_\_in the project known as“5th Avenue SunteckCity - Tower 2” , having MahaRERA Registration No. \_\_\_\_\_, hereinafter referred to as “**the said Unit**” being developed on the portion of the land bearing CTS no 165/A/1 and CTS no 165/C/1 situate at Village Goregoan, Taluka Borivali, Mumbai Suburban District at Oshiwara, Goregoan, Mumbai , for total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)

exclusive of applicable GST, Stamp Duty and registration charges and other charges payable at the time of possession as may be mentioned in the Agreement For Sale.

**2. Allotment of garage/covered car parking spaces(s):-**

(Remove/strike out whichever is not applicable)

Further, we have the pleasure to inform you that the alongwith the said Unit you have been granted an exclusive right to use \_\_\_\_\_ covered car parking space(s) at \_\_\_\_\_ level basement/podium/silt parking space /mechanical car parking unit bearing no.s \_\_\_\_\_ admeasuring \_\_\_\_\_ sq.mtrs equivalent to \_\_\_\_\_ 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.

**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 breath without consideration.

**3. Receipt of Part Consideration (i.e. booking amount):-**

A. The maximum amount of advance/part consideration/Booking amount should not exceed 10% of the consideration (exclusive of applicable taxes).

We confirm to have received from you an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only), (this amount shall not be more than 10% of the consideration of the said Unit, exclusive of applicable taxes) being \_\_\_\_% of the total consideration value of the said Unit as booking amount/advance payment on \_\_\_\_\_ through \_\_\_\_\_. 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, I/we have opened \_\_\_\_\_ in the same bank, RERA Designated Separate Bank Account and RERA

Designated Transaction Bank Account having Account No. \_\_\_\_\_ and \_\_\_\_\_ respectively

**OR**

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 an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_Only) being \_\_\_\_\_% to the total consideration value of the said Unit as booking amount /advance payment on \_\_\_\_\_ through \_\_\_\_\_. The balance \_\_\_\_\_% of the 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 the payment of 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 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, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. \_\_\_\_\_ and \_\_\_\_\_ respectively.

**4. Disclosure 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 of civic infrastructure like water, sanitation and electricity is as stated in Annexure A attached herewith and
- iii) The Website Address of MahaRERA is <http://maharera.mahaonline.gov.in/#>

**5. Encumbrance**

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

OR

I/We have created the following encumbrance(s) /as enumerated hereunder on the said unit.

a) ----

b) ----

c) -----

**6. Further Payments**

Further payments towards the consideration of the said unit as well as of the covered car parking spaces, if any 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 (s), if any shall be handed over to you on or before \_\_\_\_\_, subject to any further extension as may be granted by MahaRERA and also to the receipt of complete payment of the consideration amount, including any applicable interest payable by you in respect of the said Unit 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. The allotment of car parking will be done post the handover of premises.

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 of termination/cancellation of the said unit for any reason whatsoever, on or before execution of registered Agreement for Sale in respect of the said unit, then 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 and on execution of requisite documents in confirming the termination/cancellation of the said unit.

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
10.	Within 16 to 30 days from issuance of the allotment letter	1% of the cost of the said Unit

11.	Within 31 to 60 days from issuance of the allotment letter	1.5% of the cost of the said Unit
12.	After 61 days from issuance of the allotment letter till date of execution of Agreement for Sale	2% of the cost of the said Unit

- The amount deducted shall not be exceed the amount as mentioned in the table above. Any amount paid towards statutory dues being Taxes, GST, cess, levies, charges, stamp duty, registration charges etc. are not refundable in any case.
- 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 your execution of requisite documents confirming the termination/cancellation of the said unit 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 and registration charges as applicable and such other payments as more specifically mentioned in the agreement for sale, in terms of clause 11 hereunder written.

#### **11. Proforma Agreement For sale and binding effect**

The proforma of the Agreement for sale to be entered into between ourselves and yourselves is uploaded on RERA Website for your ready reference. Sharing 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 this letter or within such period 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 promoter shall serve upon the allottee a notice calling upon the allottee to pay the subsequent stage installment within 15 (fifteen) days which if not completed, the promoter shall be entitled to cancel this allotment letter. On cancellation of the allotment letter 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 less. In no event the amount to be forfeited shall exceed the amount mentioned in the above referred table. Except 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 and register the agreement for sale in respect of the said unit within the stipulated period of 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 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 **on execution of requisite documents confirming the termination/cancellation of the said unit by you.**
- 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 on, then 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 2%.

- iv) Upon cancellation of the allotment by you after execution and/or registration of the Agreement, we shall refund all such amounts paid by you till the date of cancellation without any interest after forfeiture of the following amounts as detailed hereunder:
- a) 10% (ten percent) of the Sale consideration i.e. entire booking amount alongwith total interest accrued on account of the delay/default in payment of any Instalment/s and other charges as per the payment plan calculated till the date of the cancellation/termination letter;
  - b) Any Taxes, cess, levies, charges, stamp duty, registration charges etc. paid by the Allottee to any statutory authority shall not be refunded to the Allottee (s);
  - c) All amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities including but not limited to, GST, value added tax, works contract tax, service tax or any other tax of any nature;
  - d) All amounts (including taxes) paid or payable as Brokerage/commission or referral fee to any real estate agent, broker, channel partner, institution or third party etc. by the Promoter in respect of the booking of the Allottee(s)

It is further clarified and that any such refund payable to you, will be paid only upon termination of Agreement, by way of execution and registration of Deed of Cancellation to record the cancellation of this Agreement.

### **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.

For **SATGURU CORPORATE SERVICES PRIVATE LIMITED**

\_\_\_\_\_  
(Promoter(s)/Authorized Signatory)

Date:

Place:

### **CONFIRMATION AND 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:- \_\_\_\_\_  
(Proposed Allottee/s)

Date:- \_\_\_\_\_

Place:- \_\_\_\_\_

### **ANNEXURE A**

**Stage wise time schedule of completion of the Project**

Sr. no.	Stages	Date of completion
1.	Excavation	
2.	Basement (if any)	
3.	Podiums (if any)	
4.	Plinth	
5.	Stilt (if any)	
6.	Slabs of superstructure	
7.	Internal walls, internal plaster, completion of floorings, doors and windows	
8.	Sanitary electrical and water supply fittings within the said Units	
9.	Staircase, lift 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 sslobby/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 for sale, any other activities.	
12.	Internal roads and footpaths, lighting	
13.	Water supply	
14.	Sewerage (chamber, lines, septic tanks, STP)	
15.	Storm Water drains	

16.	Treatment and disposal of sewage and sullage water	
17.	Solid waste management and disposal	
18.	Water conservation and rain water harvesting	
19.	Electrical meter room, sub-station, receiving station	
20.	Others.	

Promoter(s)/Authorized Signatory