

LETTER OF ALLOTMENT

Date

To,

Mr. / Mrs. / Ms. _____

R/o. _____

(Address)

Telephone / Mobile Number

PAN Card No.

Aadhar Card No.

Email ID:

Sir / Madam,

Re: Your request for Allotment of flat/ shop bearing No._____ admeasuring _____ square meters (RERA carpet area), in the Project known as “S3 Epitome”, havingMahaRERA Registration No._____.

Sir / Ma'am,

1. Allotment of the said Flat/ Shop:

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 / Shop, bearing No.____, admeasuring_____square metres (RERA carpet area), situated on the _____ floor in the _____ Wing, in the project known as “**S3 Epitome**”, having MahaRERA Registration No._____ (hereinafter referred to as the “**said Flat**”), being developed on all those pieces and parcels of land admeasuring 2,074 square yards equivalent to 1,733 square meters or thereabouts, bearing Cadastral Survey No.1B/161 of Lower Parel Division situated at Sunmill Road, Lower Parel (West), Mumbai – 400 013 (hereinafter referred to as 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 Car Parking:

Further, we have the pleasure to inform you that you have been allotted along with the said Flat/, _____ nos. of covered car parking space in the stilt / podium level/ mechanical car parking (“**Car Parkings**”), on the terms and conditions as may be enumerated in the Agreement for Sale to be entered into ourselves and yourselves which car parking space shall be identified on intimation of possession of the said Flat.

3. Receipt of part consideration:

A. We confirm to have received from you, an amount of Rs._____/ - (Rupees_Only), being _____% of the Sale Price, on_____, through_____. The balance ___% of the booking amount / advance payment shall be paid by you in the following manner:

Proforma of Letter of Allotment – to be issued by Promoters on their letter head

Sr. No.	Particulars/Event	Amount (Rs.) Indicated here in %
1	Earnest Money on Booking	5%
2	Within 30 days from the date of Booking	10%
3	Within 60 days from the date of Booking	15%
4	Footing	10%
5	Plinth Work	5%
6	2nd Slab	3.25%
7	4th Slab	3.25%
8	6th Slab	3.25%
9	8th Slab	3.25%
10	10th Slab	3%
11	12nd Slab	3%
12	14th Slab	3%
13	16th Slab	3%
14	Brick Work	5%
15	Plaster (E)	5%
16	Plaster (I)	5%
17	Tiling	5%
18	Plumbing	5%
19	Possession	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 Unit and all such amounts shall be entirely borne and paid by the Purchaser/s on demand being raised by the Promoter.

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

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) MHADA NOC No.R/NOC/F-2826/5971/M.B.R.&R. Board-2022 dated 4th August, 2022 from the M.B.R. & R. Board (**MHADA NOC**);
 - (ii) I.O.D. Permission No. P-15354/2023/ (1B/161)/G/South/LOWER PAREL/IOD/1/New dated 31st May, 2023 from the Municipal Corporation of Greater Mumbai (**IOD**);
 - (iii) C.C. Permission No. P-15354/2023/ (1B/161)/G/South/LOWER PAREL/CC/1/New dated 30th November, 2023 from the Municipal Corporation of Greater Mumbai (**CC**).
- (c) The website address of MahaRERA is <https://maharera.mahaonline.gov.in>.

5. Encumbrances:

We hereby confirm that the said Flat is free from all encumbrances, and we further confirm that no encumbrances shall be created on the said Flat/ Shop.

OR

We have created the following encumbrances / encumbrances with caveats as enumerated hereunder, on the said Flat/ Shop.

6. Further payments:

Further payments towards the consideration of the said unit as well as of the garages/covered car parking spaces 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:

Subject to you not 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 31st December, 2028 (“**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 terms of Clause 9(A) 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 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 6 and 9 herein.

12. Execution and registration of the agreement for sale:

(A) 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 may be further extended on our mutual consent.

- (B) If you fail to execute the agreement for sale and/or appear for registration of the same before the concerned Sub-Registrar, within the time period stipulated in Clause 13(A) 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.
- (C) In the event the balance amount due and payable referred in Clause 12(B) hereinabove 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, interests and liabilities, upon execution and registration of the agreement for sale between ourselves and yourselves. Cancellation of the allotment of the said Flat and Car Parking 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 S3 Smart Spaces Private Limited

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:

Annexure “A”

Stage wise 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 / flat / shop	
9	Staircase, lift wells and lobbies at each floor level overhead and underground water tanks..	
10	External Plumbing and external plaster 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, plinth protection, paving of areas appurtenant to the building / wing, compound wall and all other requirements as may be required to complete the project as per specifications in the Agreement for Sale, any other activities	
12	Internal roads & footpath, 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 and disposal	
18	Water conservation / rain water harvesting	
19	Electrical Meter Room, substation, receiving station,	
20	Others	

(*) 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 Unit and all such amounts shall be entirely borne and paid by the Purchaser/s on demand being raised by the Promoter.