

# SHREENATHJI ENTERPRISES

## ALLOTMENT LETTER

Date: \_\_\_\_\_, 20\_\_

To,

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

**Sub:** Your request for allotment of flat as more particularly described in the Schedule hereunder written (the "**said Unit**") in the project undertaken by us known as "Delta Palacio" ("**the Project**") on all that piece and parcel of land bearing Plot No.9, Sector 26 admeasuring 5,280 square meters, Pushpak Node, Taluka Panvel, District Raigad, Maharashtra State ("**the said Plot**") having MahaRERA 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 that you have been allotted a \_\_\_\_\_ BHK flat / commercial premises bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtrs. RERA Carpet area equivalent to \_\_\_\_\_ sq. ft. situated on \_\_\_\_\_ floor in \_\_\_\_\_ Wing in the project known as Delta Palacio, having MahaRERA Registration No. \_\_\_\_\_ (hereinafter referred to as the "**said Unit**"), being developed on land bearing bearing Plot No.9, Sector 26 admeasuring 5,280 square meters, Pushpak Node, Taluka Panvel, District Raigad, Maharashtra State for a total consideration of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) exclusive of GST, stamp duty and registration charges.

2. **Allotment of garage / covered parking space(s):**

Further we have the pleasure to inform you that you have been allotted along with said Unit, garage(s) bearing No(s) \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtrs equivalent to \_\_\_\_\_ Sq. ft./covered car parking space(s) at \_\_\_\_\_ level basement /podium bearing No(s) \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtrs. equivalent to \_\_\_\_\_ sq. ft./stilt parking bearing No(s) \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtrs. equivalent to \_\_\_\_\_ sq. ft. / mechanical car parking bearing No(s) \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. mtrs. equivalent \_\_\_\_\_ sq. ft. on the terms and conditions as shall be enumerated in the Proposed Agreement (defined hereinbelow) to be entered into between ourselves and yourselves.

3. We propose to construct one (1) residential building comprising two wings i.e. Wing "A" and Wing "B" consisting of 2 Basement + Ground floor + 1<sup>st</sup> to 13<sup>th</sup> upper floors on the said Plot. At present, the CIDCO has approved the plans and granted Commencement Certificate dated 29<sup>th</sup> June, 2022 bearing Ref. No. CIDCO/BP-18036/TPO (NM & K) /2022/9524 for construction of 2 Basement + Ground floor + 1<sup>st</sup> to 6<sup>th</sup> floors on the terms stated therein and further upper floors from 7 to 13 upper floors shall be constructed by us by availing of premium FSI by payment to CIDCO by modifying and amending the plans.

For SHREENATHJI ENTERPRISES

PARTNER

Regi. Office: C 303, Delta Tower, Plot No. 01, Sector-08, Ulwe, Navi Mumbai – 4010206.

Tel No.: 022-7560450

Email: balajivtimes2@gmail.com

# SHREENATHJI ENTERPRISES

4. Pursuant to your request, we have provided to you all information, explanations and clarifications and you have taken inspection of the title documents in respect of the said Plot and also the existing approvals, permissions, sanctions, licenses etc. presently obtained by us for the development of the Project including the sanctioned and proposed plans presently obtained/to be obtained and satisfied yourself inter alia about our right to develop the said Plot, the details and specifications of the Project and you have independently carried out all necessary due diligences and have satisfied yourselves completely in all regards and you have undertaken not to raise any queries, objections, contentions etc.
5. We have registered the Project with the Maharashtra Real Estate Regulatory Authority ("MahaRERA") under the provisions of the Real Estate (Regulations and Development) Act, 2016 (RERA) and rules thereunder vide registration No. \_\_\_\_\_. You have inspected the MahaRERA Website wherein details of the Project have been uploaded by us and you have also inspected the draft Agreement for Sale ("**Proposed Agreement**") to be executed between us and understood the terms and conditions mentioned therein.
6. As aforesaid, the Project shall be completed in accordance with the sanctions, approvals and permissions granted by various competent authorities and the tentative stage wise schedule of completion of the Project including the provisions for civic infrastructure like water, sanitation and electricity is as stated in **Annexure "A"** hereto.
7. We hereby confirm that the said Flat is free from all encumbrances and we hereby further confirm that no encumbrances shall be created on the said Flat during the subsistence of this letter of allotment.
8. In consideration of acquiring the said Flat, you shall pay to us a total lumpsum purchase price of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ Only) and which includes the proportionate price of the common areas and facilities appurtenant to the said Flat ("**the Purchase Price**") subject to deduction of tax at source under the provisions of Income Tax Act, 1961. The said Purchase Price for acquisition of the said Flat shall be payable by you in installments in the manner set out in **ANNEXURE "B"** and time for payment of each such installment shall be of the essence of this letter. The Purchase Price shall be revised in the event of any increase in the development charges or any other charges payable by us to the CIDCO / concerned government authorities.
9. We confirm receipt of a sum of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ only) as advance booking deposit paid on or before the issuance of this letter and the same shall be adjusted towards the Purchase Price at the time of execution of the Proposed Agreement.
10. It is clarified that the Purchase Price of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_ Only) payable by you to us towards the said Flat is excluding all taxes, duties, cesses including Goods and Service Tax etc. and also any development charges/betterment charges/new levies/surcharges that may be imposed/levied (now or at any time hereafter) by the Government and/or any other authority ("Statutory Charges") and the same shall be separately charged extra, as applicable, and shall be payable by you over and above the Purchase Price on or before execution of the Proposed Agreement or within 7 days of the demand raised by us, as

For SHREENATHJI ENTERPRISES



Regi. Office: C 303, Delta Tower, Plot No. 01, Sector-08, Ulwe, Navi Mumbai – 4010206.

Tel No.: 022-7560450

Email: balajivtimes2@gmail.com

# SHREENATHJI ENTERPRISES

the case may be. An interest and/or penalty shall be levied on delayed payment of Statutory Charges.

11. It has been agreed that all the Statutory Charges i.e. taxes, duties, cesses including payment of Goods and Service Tax on any amount payable on this transaction, as also any development charges/betterment charges/new levies/ surcharges that may be imposed/levied by the Government and/or any other authority, now or in the future, shall be borne and paid by you alone and we shall not be liable, responsible to bear and pay the same or any part thereof.
12. It is clarified and agreed by and between ourselves that, timely payments of the installments of the Purchase Price and all other amounts as set out in this Allotment Letter is of essence and any delay by you in making the aforesaid payment/s (including any delay by the Bank/Financial Institution in disbursing the installment/s for any reasons whatsoever), shall forthwith render this Allotment Letter terminable at our sole and exclusive option and discretion without any further act and/or reference and/or recourse to you provided a notice of 15 days shall be given to you for rectification of default. In the event of our so terminating this Allotment Letter on account of delay in payment by you, we shall be entitled to impose cancellation and administrative charges @ 2% of Purchase Price and thereupon we shall also be free and entitled in our own right to deal with the said Flat, in any manner as we deem fit in our sole and absolute discretion. The balance amount if any due and payable shall be refunded without interest within 45 days from the date of termination of this Allotment Letter by us. In the event balance amount due and payable as referred to in this clause is not refunded within 45 days from the date of termination of this allotment letter by us, 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. It is clarified that we shall not be liable to pay any interest as mentioned above if the delivery of a cheque / demand draft gets delayed by the postal department / courier agencies and/or if you fail to encash the cheque / demand draft delivered to your above mentioned address and/or you have changed your above referred address without intimation to us. The postal receipt/courier receipt for delivery of a cheque /demand draft for refund of balance amount shall be sufficient and conclusive proof of a refund of the balance amount by us to you.
13. You have further confirmed to us that intimation forwarded from us to you along with Architect Certificate at your aforesaid correspondence address that a particular stage of construction is commenced or completed in the Project, shall be sufficient proof that such stage of construction is commenced or completed in the Project. However, it is also agreed by you that the non- acceptance of receipt of any such notice/intimation from us requiring such payment, shall not be taken as a plea or an excuse for non-payment of any amount/s on their respective due dates.
14. Subject to your timely payment of the Purchase Price and subject to force majeure events as set out in the Proposed Agreement the possession of the said Flat shall be handed over to you on or before 31/07/2027 and at the times and as well as per the terms and conditions as more specifically enumerated / stated in the Proposed Agreement to be entered between ourselves and yourselves.
15. Cancellation of allotment:

For SHREENATHJI ENTERPRISES

  
PARTNER



# SHREENATHJI ENTERPRISES

- (i) 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 any interest within 45 (forty five) 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 Flat
3.	Within 31 to 60 days from issuance of the allotment letter	1.5% of the cost of the said Flat
4.	After 61 days from issuance of the allotment letter	2% of the cost of the said Flat

- (ii) In the event the amount due and payable as referred in this clause 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 State Bank of India highest Marginal Cost of Lending Rate plus two percent.
- (iii) It is clarified that we shall not be liable to pay any interest as mentioned above if the delivery of a cheque / demand draft gets delayed by the postal department / courier agencies and/or if you fail to encash the cheque / demand draft delivered to your above mentioned address and/or you have changed your above referred address without intimation to us. The postal receipt/courier receipt for delivery of a cheque /demand draft for refund of balance amount shall be sufficient and conclusive proof of refund of the balance amount by us to you.
16. You have agreed that you shall not be entitled to transfer the benefits of this Allotment Letter or otherwise sell, transfer or assign the said Flat to any third party without our prior written consent.
17. You shall before taking possession of the said Flat or within a maximum period of 7 (seven) days from the date of offer of delivery of possession of the said Flat (whether or not you have taken possession of the said Flat), pay all other amounts, charges and deposits as set out in the Proposed Agreement.
18. It is hereby clarified that, notwithstanding what is stated in this letter or under any provisions of the law, nothing under this letter creates or deemed to create or confer in your favour any kind of right, claim and interest in the said Flat until Agreement for Sale as per Section 13(1) of RERA is executed and registered by and between us and we are in receipt of all installments of purchase price, deposits, contributions, liquidated damages, charges, taxes, duties and levies and all other amounts (including but not limited any interest and penalty accrued thereupon) in terms of this Allotment Letter and the Proposed Agreement to be executed by and between ourselves and yourselves.

For SHREENATHJI ENTERPRISES

  
PARTNER

# SHREENATHJI ENTERPRISES

19. In view of what is stated in para 18 hereinabove, you agree not to claim any right, title or interest in the said Flat until the entire Purchase Price, Statutory Charges and other payments payable by you are paid in full. This is not an agreement for sale or transfer of the said Flat in your favor and is merely a confirmation of our intent to allot the said Flat to you, provided you comply with all the terms and conditions contained in this Allotment Letter.
20. You have agreed that, upon making payment of 10% of the Purchase Price of the said Flat you shall enter into Agreement for Sale as per the provisions of Section 13(1) of RERA by making payment of stamp duty, registration charges and other incidental charges without seeking any extension in respect thereof. You have agreed to visit our office for executing the Agreement for Sale within a period of 15 (fifteen) days from our calling upon you to do so and you agree to pay the stamp duty and registration charges payable thereon and attend the office of the sub-registrar of assurances for admitting execution of such Proposed Agreement and other incidental documents. If you fail to execute the Proposed Agreement and appear for registration of the same before the concerned Sub-Registrar within the period / extended period intimated by us to you, we shall be entitled to serve upon you a notice calling upon you to execute the Proposed Agreement and appear for registration of the same within such notice period, 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 Purchase Price of the said Flat 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. In the event balance amount due and payable as referred to in this clause 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. It is clarified that we shall not be liable to pay any interest as mentioned above if the delivery of a cheque / demand draft gets delayed by the postal department / courier agencies and/or if you fail to encash the cheque / demand draft delivered to your above mentioned address and/or you have changed your above referred address without intimation to us. The postal receipt/courier receipt for delivery of a cheque /demand draft for refund of balance amount shall be sufficient and conclusive proof of refund of the balance amount by us to you.
21. All disputes, claims and questions whatsoever which may arise, touching or relating to or arising out of this Allotment Letter or the construction or application hereof or any clauses or thing herein contained or in respect of the entitlements, rights, duties, responsibilities and obligations of any of the parties hereunder or as to any act of commission or omission of any party or as to any other matter in anyway relating to this letter shall be resolved in accordance with the provisions of the RERA and rules made thereunder.
22. This Allotment Letter shall not be construed to limit your rights and interest upon execution and registration of the Proposed Agreement between ourselves and yourselves and cancellation of the allotment of the said Flat thereafter shall be covered by the terms and conditions of the Proposed Agreement.
23. Headings are inserted for convenience only and shall not affect the construction of various clauses of this Allotment Letter.

For SHREENATHJI ENTERPRISES

  
PARTNER

# SHREENATHJI ENTERPRISES

---

24. Please confirm your acceptance of the aforesaid terms and conditions by signing and returning to us a duplicate copy of this Allotment letter.

## **SCHEDULE**

*(Description of the said Flat)*

ALL THAT Flat No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters RERA carpet area on the \_\_\_\_\_ floor (with incidental benefit to enjoy exclusively \_\_\_\_\_ square meters balcony area) alongwith exclusive right to use \_\_\_\_\_ covered parking in the \_\_\_\_\_ of the proposed building known as "**Delta Palacio**" being constructed on the said Plot.

Thanking you,

Yours faithfully,

**FOR M/S. SHREENATHJI ENTERPRISES**

Mr. \_\_\_\_\_  
Authorised Signatory

I/We, \_\_\_\_\_ hereby confirm of having read and understood the contents of this Allotment Letter and agree and accept the terms and conditions of this allotment letter and confirm that I/we shall abide by the same.

**Place:** Navi Mumbai

**Date:** \_\_\_\_\_

(Mr. \_\_\_\_\_)

For SHREENATHJI ENTERPRISES

  
PARTNER

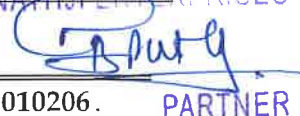
# SHREENATHJI ENTERPRISES

## ANNEXURE "A"

### TENTATIVE STAGE WISE SCHEDULE OF COMPLETION OF THE PROJECT

Sr. No	Particulars of Work	Completion Date
1	Completion of Basement and Plinth Work	
2	Completion of 1 <sup>st</sup> Slab work	
3	Completion of 2 <sup>nd</sup> Slab work	
4	Completion of 3 <sup>rd</sup> Slab work	
5	Completion of 4 <sup>th</sup> Slab work.	
6	Completion of 5 <sup>th</sup> Slab work.	
7	Completion of 6 <sup>th</sup> Slab work.	
8	Completion of 7 <sup>th</sup> Slab work.	
9	Completion of 8 <sup>th</sup> Slab work.	
10	Completion of 9 <sup>th</sup> Slab work.	
11	Completion of 10 <sup>th</sup> Slab.	
12	Completion of 11 <sup>th</sup> Slab.	
13	Completion of 12 <sup>th</sup> Slab.	
14	Completion of 13 <sup>th</sup> Slab.	
15	All Overhead Tank & Elevation Work	
16	Completion of Brick Work	
17	Completion of Internal Plastering Work	
18	Completion Of Podium Work (R.C.C)	
19	Completion of External Plastering Work	
20	U.G. Tank firefighting room, watchman cabin & Area Developing	
21	Water proofing, Tiling Work, Plumbing work, Electrical wiring	
22	P.O.P. work & Painting inside & outside & Sub Station, Meterroom, Railing work & Entry Gate	
23	Application for O.C.	

For SHREENATHJI ENTERPRISES

  
PARTNER

Regi. Office: C 303, Delta Tower, Plot No. 01, Sector-08, Ulwe, Navi Mumbai – 4010206.

Tel No.: 022-7560450

Email: balajivtimes2@gmail.com



# SHREENATHJI ENTERPRISES

## ANNEXURE "B"

### DETAILS OF INSTALLMENTS OF PURCHASE PRICE

The total Purchase Price payable by the Allottee in respect of the said Flat shall be **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_)**. The said Purchase Price of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)** shall be paid by the Allottee to M/s Shreenathji Enterprises in the following manner, time for such payment being of the essence of allotment:

Sr. No.	Milestone	Payment Due Date	%	Amount (in Rs.)
1	Earnest Money paid before this presents	On Demand	10%	
2	Within 30 days from the Execution of this presents	On Demand	20%	
3	On Completion of Basement 1st Slab Work	On Demand	5%	
4	On Completion of Basement 2nd Slab Work	On Demand	5%	
5	On Completion of 1 <sup>st</sup> Slab	On Demand	4%	
6	On Completion of 2 <sup>nd</sup> Slab	On Demand	2%	
7	On Completion of 3 <sup>rd</sup> Slab	On Demand	2%	
8	On Completion of 4 <sup>th</sup> Slab	On Demand	2%	
9	On Completion of 5 <sup>th</sup> Slab	On Demand	2%	
10	On Completion of 6 <sup>th</sup> Slab	On Demand	2%	
11	On Completion of 7 <sup>th</sup> Slab	On Demand	2%	
12	On Completion of 8 <sup>th</sup> Slab	On Demand	2%	
13	On Completion of 9 <sup>th</sup> Slab	On Demand	2%	
14	On Completion of 10 <sup>th</sup> Slab	On Demand	2%	
15	On Completion of 11 <sup>th</sup> Slab	On Demand	2%	
16	On Completion of 12 <sup>th</sup> Slab	On Demand	2%	
17	On Completion of 13 <sup>th</sup> Slab	On Demand	2%	
18	On Completion of 14 <sup>th</sup> Slab	On Demand	2%	
19	On Completion of Brick Work	On Demand	10%	
20	On Completion of Plaster Work	On Demand	5%	
21	On Completion of Flooring Work	On Demand	5%	
22	On Completion of Plumbing & Electric Work	On Demand	5%	
23	At the time of Possession	On Demand	5%	
	<b>TOTAL:</b>		<b>100%</b>	

For SHREENATHJI ENTERPRISES

  
PARTNER