

Deviation/modification is highlighted in **YELLOW** colour
Deletion of Clause of Allotment Letter is highlighted in **GREY** Colour

ANNEXURE 'I'

MODEL FORM OF ALLOTMENT LETTER

Note: - i) For compliance of the provisions of clause (g) of sub-section (2) of section 4 of the Real Estate (Regulation and Development) Act, 2016 (the Act), the proforma of the allotment letter to be uploaded along with the application for registration of the real estate project shall be ~~ans~~ per this model form of allotment letter.

ii) It shall be mandatory to issue allotment letter in this format whenever a sum not more than 10% (ten per cent) of the **sale consideration** ~~cost~~ of the apartment, plot or building as the case may be, is collected as deposit or advance.

No. _____

Date: _____

To,

Mr. / Mrs. / Ms. _____

R/o _____

(Address)

Telephone/Mobile number _____

PAN Card No. _____

Aadhar Card No. _____

Email ID: _____

Sub: Your request for allotment of flat/commercial premises / plot in the project known as Shapoorji Pallonji The Odyssey 1, having MahaRERA Registration No.

_____.

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 bearing No. _____ admeasuring RERA Carpet area _____ sq. mtrs. equivalent to _____ sq. ft. alongwith other appurtenant areas accessible only from the said Residential Flat **(a) Open balcony admeasuring _____ square meters (equivalent to _____ square feet) or thereabout; (b) Terrace/other appurtenant area admeasuring _____ square meters (equivalent to _____ square feet) or thereabout** situated on _____ floor in Building _____/ Tower Shapoorji

Pallonji The Odyssey / Block _____/ Wing _____ in the project known as Shapoorji Pallonji The Odyssey 1 , having MahaRERA Registration No. _____ hereinafter referred to as “the said unit”, being developed on land admeasuring 721.46 square meters or thereabouts from and out of portion of Cadastral Survey No. 1552 situate lying and being at Gamdevi, Girgaum Division, Harishchandra Goregaonkar Marg, Gamdevi, Mumbai – 400 007 efor a total consideration of Rs. _____/- (Rupees _____ only) exclusive of Other Charges, GST, stamp duty and registration charges.

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

Further we have the pleasure to inform you that you shall have right to park been allotted car along with the said unit, in the Automated Parking system (s) bearing No(s) _____ located at podium (“Car Parking Space”) on the terms and conditions as shall be enumerated in the agreement for sale -to be entered into between ourselves and yourselves.

OR

Further we have the pleasure to inform you that you have been allotted an open car parking bearing No. _____ without consideration.

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 _____.

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 an amount of Rs. _____/- (Rupees _____ only) being _____% of total consideration value of 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 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.

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 have created the following encumbrance attached with caveats as enumerated hereunder on the said unit

Common Mortgage Cum Hypothecation Deed dated 1st November, 2022 registered with the office of the Sub-Registrar of Assurances under serial no. BBE-3-19846 of 2022 executed inter alia between Floreat Investments Private Limited, therein referred to as Issuer 4 and Vistra ITCL (India) Limited, therein referred to as the Common Security Trustee, the Promoter mortgaged inter-alia all its right title and interest in the Project and all present and future development rights in the Project, and also the Project land, for securing the amounts therein and on the terms and conditions contained therein. **We shall provide a No Objection Certificate (“NOC”) issued by Vistra ITCL (India) Limited and provide a copy thereof to you.**

6. Further payments:

Further payments towards the consideration of the said unit **and Other Charges** ~~as well as of the garage(s)/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 unit along with ~~the garage(s)/covered car~~ **Car Parking Space** shall be handed over to you on or before _____ subject to the payment of the consideration amount **and Other Charges** of the said unit ~~as well as of the garage(s)/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 Landing Rate plus two percent **and in casethe SBI MCLR is not in use then it would be replaced by such benchmark lending rates as fixed by SBI from time to time for lending to the general public 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. | 2% of the cost of the said unit; |

*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 highest Marginal Cost of Lending Rate plus two percent and in case the SBI MCLR is not in use then it would be replaced by such benchmark lending rates as fixed by SBI from time to time for lending to the general public 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, 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 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 complied, 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 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 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 and 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.

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 highest Marginal Cost of Landing Rate plus two percent and in case the SBI MCLR is not in use then it would be replaced by such benchmark lending rates as fixed by SBI from time to time for lending to the general public 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.

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)/Authorised Signatory)
(Email Id.)
Date: _____
Place: _____

CONFIRMATION & ACKNOWLEDGEMENT

I/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 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 for sale, any other activities. | |
| 12. | Internal roads & 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 & disposal | |
| 18. | Water conservation / rain water harvesting | |
| 19. | Electrical meter room, sub-station, receiving station. | |
| 20. | Others | |

For Floreat Investments Private Limited

Promoter(s) / Authorised Signatory