

Draft Without Prejudice

ALLOTMENT LETTER

Date: / / _____

To,
Mr. _____
Address: _____,

Mobile number: xxxxxxxx
PAN Card No.: xxxxxxxx
Aadhar Card No.: xxxxxxxx
Email ID: xxxxxxxx

Dear Sir/Madam,

Sub: Your request for allotment of **Flat No. _____** in the project known as "**The Legend**" situated at Guru Chhaya CHS Ltd, bearing CTS No. 438 of Village Mulund East, V. B. Phadke Road, Near East West Flyover, Mulund (East), Mumbai – 400081, having Maha RERA Registration No. **P_____**.

1. Allotment of the said Flat:

This is with reference to your request referred to in the above-mentioned subject. With great pleasure, we hereby inform that you have been allotted a **___ BHK Flat bearing No. _____** admeasuring RERA Carpet area **_____ sq. mtrs.** equivalent to **_____ sq. ft.** situated on **___th floor** in the project known as "The Legend", having Maha RERA Registration No. **P_____**, hereinafter referred to as "**the said Flat**", being developed on all that piece or parcel of plot of land ad measuring 1507 Sq. Meters or thereabout as per Property Card, (admeasuring 1473 sq. meters or thereabout as per Survey), situated at Guru Chhaya CHS Ltd, bearing CTS No. 438 of Village Mulund East, V. B. Phadke Road, Near East West Flyover, Mulund (East), Mumbai – 400081 and for total consideration of **Rs. _____/- (Rupees _____ Only)** [Less 1% TDS] [Exclusive of GST] and as per terms & conditions set out herein.

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2. Allotment of Mechanical Car Parking Space/s:

Further I/ we have the pleasure to inform you that you have been allotted along with the said unit, garage/covered car parking space at _____ level podium /stilt car parking unit bearing No. _____ admeasuring _____ 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.

3. Receipt of part consideration:

I/ We confirm that we have received from you an amount of Rs. _____/- (Rupees _____ only) against the total consideration value of the said Flat as booking amount / advance payment on by Cheque drawn on Bank _____, Branch: _____, Vide Cheque No. _____, Cheque dated _____/____/2024

Balance amount of Rs. _____/- (Rupees _____ Only) shall be paid by you to us, as per the progress of work as per the payment schedule annexed hereto as **Annexure "I"**.

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
- iii) The website address of Maha RERA is <https://maharera.mahaonline.gov.in/#>

5. Encumbrances:

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

6. Further payments:

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Further payments towards the consideration of the said Flat shall be made by you, in the manner and at the times as well as on the terms and conditions as may be more specifically enumerated / stated in the Agreement for Sale to be entered into between ourselves and yourself/ yourselves.

7. Possession:

The said Flat along with the car parking space/s shall be handed over to you on or before 30.06.2028 subject to force majeure conditions as may be enumerated in the Agreement for Sale to be entered into between ourselves and yourself/ yourselves and subject to the payment of the consideration amount of the said Flat as well as car parking space/s in the manner and at the times as well as per the terms and conditions as may be specifically enumerated/ stated in the Agreement for Sale to be entered into between ourselves and yourself/ 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:

In case you desire to cancel the booking, 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 Flat; |

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| | | |
|----|---|----------------------------------|
| 3. | Within 31 to 60 days from issuance of the Allotment Letter; | 2% of the cost of the said Flat; |
| 4. | After 61 days from issuance of the Allotment Letter. | 5% of the cost of the said Flat. |

In the event the amount due and payable on cancellation of booking as 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.

10. Other payments:

You shall make the payment of GST, stamp duty and registration charges, as applicable and such other payments as may be 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 yourself/ 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 yourself/ yourselves until compliance by yourself/ yourselves of the mandate as stated in Clause 12.

12. Execution and registration of the Agreement for Sale:

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 if you fail to pay the subsequent stage instalments of the Booking amount, we shall serve a notice calling upon you to pay the subsequent stage instalment within 15 (fifteen) days which if not complied, we as promoter shall be entitled to cancel this allotment letter. On cancellation of the allotment letter, we shall be entitled to forfeit the amount paid by you or such amount as mentioned in the Table enumerated in Clause 9 whichever is less.*

If you fail to execute the Agreement for Sale and appear for registration of the same before the concerned office of Sub-Registrar of Assurances within the stipulated period 2 months from the date of issuance of this letter or within such period as may be

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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 Flat and the balance amount if any due and payable shall be refunded to you without interest within 45 days from the date of expiry of the notice period.

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 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 yourself/yourselves. Cancellation of allotment of the said Flat after execution of Agreement, shall be covered by the terms and conditions of the Agreement for Sale.

14. Headings:

Headings are inserted for convenience only and shall not affect the construction of the various Clauses of this allotment letter.

For Ashapura United

Authorized Signatory

Email: gc.ashapuraunited@gmail.com

Date: ___/___/____

Place: Mumbai

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CONFIRMATION & ACKNOWLEDGEMENT

I / We have read and understood the contents of this allotment letter and the Annexure. I / We hereby agree and accept the terms and conditions as stipulated in this allotment letter.

Mr. _____

(Allottee/s)

Date: _____

Place: _____

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Annexure – A

Stage wise time schedule of completion of the project - **The Legend**

| 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 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 | |

For Ashapura United

Promoters / Authorised Signatory