

No.

Date:

To,
Mr/ Mrs./Ms.
R/o
(Address)
Telephone/ Mobile number
Pan Card No.:
Aadhaar Card No.:
Email ID:

Sub: Your request for allotment of Flat/Shop No. _____ in the Building/Project Known as “**PLATINUM ESQUIRE**”, having MahaRERA Registration No. _____.

Sir/ Madam,

1. Allotment of the Plot:

(a) By an Agreement to Lease dated 14-08-2012 executed between CIDCO Ltd. and 1) Smt. Anusayabai Maruti Jitekar, 2) Shri. Balkrishna Maruti Jitekar, 3) Shri Kashinath Maruti Jitekar, 4) Smt. Anandibai Maruti Jitekar, 5) Smt. Vaishali Dnyaneshwar Bhagat and 6) Smt. Aruna Sanjay Thakur, having their common address at Dapoli, Post Pargaon, Taluka Panvel, District Raigad (hereinafter collectively referred to as the said Original Licensees), the CIDCO Ltd. has granted the said Original Licensees, license to enter upon all that pieces and parcel of land known as Plot No. 189, Sector- 20, in Village/ Site Ulwe of 12.5% (Erstwhile Gaothan Expansion Scheme), admeasuring 2299.31 Square meters or thereabouts (hereinafter referred to as the **said Plot**), for such lease premium and upon such terms and conditions as mentioned in the said Agreement to Lease. The said Agreement to Lease is registered with the Sub-Registrar of Assurances under Serial No. Uran-7690-2012 dated 22-08-2012.

(b) Subsequent thereto, a Special Civil Suit no. 193/2014 was filed by Prathamesh Infrarealty Pvt. Ltd. against the said Original Licensees before Hon'ble Civil Judge (Senior Division), Panvel, for seeking performance of an Agreement dated 11-09-2013 in respect of the said Plot, The Plaint filed in the said Suit was rejected and the said Suit was thus dismissed vide an Order dated 31-03-2022 passed by Hon'ble Civil Judge (Senior Division), Panvel. The Appeal before the Hon'ble High Court, Mumbai and the Special Leave Petition before the Hon'ble Supreme Court of India filed against the said Order dated 31-03-2022 have been disposed off by the respective Courts and the said Suit is pending before Hon'ble Civil Judge (Senior Division), Panvel.

(c) By a Tripartite Agreement dated 06-11-2020 executed between CIDCO Ltd., the said Original Licensees and M/S SUNNY HOUSING (INDIA) PVT. LTD., a Company duly incorporated under the provisions of Companies Act, 1956, having its registered office at Office no. 107, Chheda Crescent, Sector 17, Vashi, Navi Mumbai – 400 703 (hereinafter referred to as the said New Licensees), the CIDCO Ltd. has agreed to accept and substitute the said M/S SUNNY HOUSING (INDIA) PVT. LTD. as the New Licensee in respect of the said Plot, subject to the Order passed in the said Special Civil Suit no. 193/2014 and upon such terms and conditions as mentioned therein. The said Tripartite Agreement is registered with the Sub-Registrar of Assurances under Serial no. PVL2-9759-2020 dated 09-11-2020.

(d) The CIDCO Ltd., vide its letter bearing reference no. CIDCO/VASAHAT/SATYO/DAPOLI/87/8585 dated 19-01-2021, has substituted the said New Licensees as the New Licensees instead and in place of the said Original Licensee and at the request of the said Original Licensee, the CIDCO Ltd. has transferred the said Plot in favour of the said New Licensees, subject to the Order passed in the said Special Civil Suit no. 193/2014 and upon such terms & conditions as mentioned therein.

(e) Thereafter, by virtue of another Tripartite Agreement dated 6th January, 2023, executed between CIDCO Ltd., the said New Licensees and ourselves, the CIDCO Ltd. agreed to accept and substitute us as the New Licensee for the said plot, subject to the Order passed in the said Special Civil Suit no. 193/2014 and upon such terms & conditions as mentioned therein and upon such terms and conditions as mentioned therein. The said Tripartite Agreement is registered with the Sub-Registrar of Assurances under Serial No. 442/2023 dated 09-01-2023.

(f) The CIDCO Ltd., vide its letter bearing reference no. CIDCO/VASAHAT/SATYO/ULWE/87/2023/195 dated 17-01-2023, has substituted us as the New Licensee instead and in place of the said New Licensees and at the request of the said New Licensees, the CIDCO Ltd. has transferred the said plot in our favour, subject to the Order passed in the said Special Civil Suit no. 193/2014 and upon such terms & conditions as mentioned therein and upon such terms & conditions as mentioned therein.

2. Allotment of the Flat:

a. 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. situated on _____ Floor in Building /Project known as "**PLATINUM ESQUIRE**" having MahaRERA Registration No. _____ hereinafter referred to as "the said **Flat/Shop/Unit**", being developed on land bearing Plot No. 189, Sector- 20, in Village/ Site Ulwe of 12.5% (Erstwhile Gaothan Expansion Scheme), admeasuring 2299.31 Square meters or thereabouts, for a total consideration of Rs. _____ /- (Rupees. _____ Only) exclusive of GST, Stamp Duty and Registration charges.

b. The said total consideration is mutually agreed and subject to such increases which are due to increase on account of development charges or any other charges, deposits, fees, etc. payable to the competent authority and/or any other increase in taxes, charges and cess which may be levied or imposed by the competent authority from time to time.

c. We have informed you and you are aware that the carpet area of the said Flat/ Shop mentioned herein is on the basis of unfinished internal wall surface, area under RCC column and shear wall and other such structural members of the Flat. Therefore, we have informed you and you are aware that there is likelihood that there can be some discrepancy in the carpet area mentioned in this letter and the carpet area of the said Flat/ Shop. We shall confirm the final carpet area that has been reserved for you after the construction of the Building/s/ Project is complete and the Occupancy Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. If there is any reduction in the carpet area within the defined limit, the total price payable for the carpet area shall be recalculated upon receiving the net carpet area statement for the said Flat/ Shop from the Project Architect. The Certificate issued by the Architect certifying the above area shall be final and binding on both of us. You hereby agree, declare, confirm and undertake not to raise any objection, claim, dispute regarding such discrepancy in respect of the said carpet area.

d. Further, we have further represented to you that as per the sanctioned building plans, CIDCO Ltd. has sanctioned certain additional areas as permitted under UDCPR. The aforesaid additional areas are fused to the said Flat/ Shop. The Certificate to be issued by the Architect certifying the said carpet area and the said additional area sanctioned by CIDCO Ltd. as mentioned herein above shall be final and binding on you as well as us.

3. Allotment of parking space(s):

At your request, we have agreed to reserve _____ car parking space/s for you. The location and specific Car Parking Number reserved for you shall be subsequently determined by us in our absolute discretion. You shall be liable to utilize the said Parking space/s only for the permissible use of parking your vehicle/s and for no other purpose. You shall not to raise any objection, claim and dispute, as regards to the reservation of the said Car Parking or their Specific Car Parking Number so allotted and you shall agree to abide by all the terms and conditions thereof. All the rules and regulations to be formulated by the Society to be formed shall be final and binding you and your legal heirs and representatives.

OR

You hereby agree that you do not require/ are not interested in reserving any Car Parking Space and accordingly, you have requested us not to reserve / allot/ earmark any car Parking space for the said Flat/ Shop. You also agree, declare, confirm and undertake not to raise any request / claim in future for the allotment of Car Parking Space to us and you shall not challenge or dispute the allotment of Car Parking Space made by us to other Purchasers, in any manner whatsoever and all such allotments done by us shall be final, irrevocable and binding on you and your legal heirs and representatives. The decision made by you for not seeking any Car Parking space is final, irrevocable and binding on you and your legal heirs and representatives and your subsequent buyers / assigns.

4. Receipt of part consideration:

We confirm to have received from you an amount of Rs. _____ /- (Rupees _____ Only), being _____% of the total consideration value of the said Flat/ Shop as booking amount /advance payment on _____, through _____.

5. Disclosures of information:

We have made available to you the following information namely:

- i) We, through our Architect, **M/S. ATUL PATEL ARCHITECTS**", having its Office at 1209, Land Mark, Sector No. 07, Kharghar, Navi Mumbai, have prepared and submitted to CIDCO Ltd. and other authorities the building plans, specifications and designs for the said Plot by utilizing the permissible FSI on the said Plot, by proposing to construct Building/s consisting of Ground + upper Floors on the said Plot. The CIDCO Ltd. has sanctioned the building plans, specifications and designs submitted by us and granted its Development permission and Commencement Certificate, vide its letter dated 24-11-2023, having reference no. CIDCO/BP-18419/TPO(NM & K)/2023/11595, to construct a Residential cum Commercial Building comprising of Three level Basements + Ground + 14 Upper Floors (hereinafter referred to as the said Layout) on the said Plot.
- ii) We have also appointed "M/S. A. G. GOKHALE & ASSOCIATES", as RCC Consultants and have entered into standard Agreement for carrying out the construction of the said Building/s.
- iii) As per the new Unified Development Control and Promotion Regulation (UDCPR) which has already come into effect from 03/02/2020, an additional FSI is available over & above the base FSI on the said Plot and the computation of total FSI permissible for construction on the said Plot has been done as per the provisions of UDCPR. The CIDCO Ltd., by its letter dated 26-06-2023, had granted NOC to consume the additional FSI by way of enhancement of base FSI, additional premium FSI and additional ancillary FSI over and above the

Base FSI on the said Plot as per UDCPR, 2020. Thus, the Base FSI together with an enhancement on base FSI + the Premium FSI and Ancillary FSI permissible to be utilized on the said Plot under UDCPR, 2020 aggregates to **12,979.605** Square Meters (As per the said Commencement Certificate dated 24-11-2023 Net Builtup area is 12978.3 Square Meters) (hereinafter referred to as the "**Total Permissible FSI**"). In the event, there is any addition to the existing carpet area of the said Flat/ Shop, the monetary consideration shall also change proportionately or as we may demand and we shall execute the Deed of Rectification wherein the said new carpet area of the said Flat/ Shop shall be mentioned along with such other additions and alterations to this Agreement as shall be required by us in accordance with the said the Real Estate (Regulation And Development) Act, 2016. The cost of registration of such Deed of Rectification shall be borne by you.

iv) The said Plot is earmarked for the purpose of building a Residential cum Commercial Project/Building consisting of 3 Level Basements + Ground + 14 upper floors, whereunder (i) 3 Level Basements shall be reserved for Car Parking and permitted services cum utilities, (ii) Ground Floor shall be reserved Partly for Shops and Partly for Car Parking, Service area, Car Ramp & Entrance Lobby, (iii) First Floor shall be reserved Partly for Shops and partly for Multipurpose Hall, Multipurpose rooms (iv) Second Floor onwards shall be reserved for Residential Flats and landscape, etc. on the Top Terrace The Project shall be known as "**PLATINUM ESQUIRE**" (hereinafter referred to as the said "**Building/ Project**").

v) The said Commencement Certificate dated 24-11-2023, 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.

vi) The website address of MahaRERA is <https://maharera.mahaonline.gov.in/#>

6. Encumbrances:

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

- a) A Special Civil Suit no. 193/2014 was filed by Prathamesh Infrearealty Pvt. Ltd. against the said Original Licensees before Hon'ble Civil Judge (Senior Division), Panvel for seeking performance of an Agreement dated 11-09-2013 in respect of the said Plot and the suit is still pending.

7. Further payments:

Further payments towards the consideration of the said Flat/ Shop as well as of the 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.

8. Possession:

The said Flat/ Shop along with the covered car parking spaces(s) shall be handed over to you on or before 31-12-2029, subject to the payment of the consideration amount of the Flat/Shop as well as of the 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.

9. Interest payment:

In case of delay in making any payments, you shall be liable to pay interest at the rate which shall be charged by us as per the provisions of Law.

10. 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 letters.	2% of the cost of the said unit.

**The amount deducted shall not exceed the amount as mentioned in the table above.*

ii. In case of such termination, we shall be entitled to resell the said Flat/ Shop to such third person/party, as we may deem fit, necessary and proper and recover and appropriate to themselves the entire sales consideration and other amounts that shall be received from such resale.

11. 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 12 hereunder written.

12. 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 13 hereunder.

13. 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 10 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 I/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.

iii) In the event the balance amount due and payable referred in Clause 13 (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.

14. 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 Flat/Shop thereafter shall be covered by the terms and conditions of the said registered document.

15. User:

You will use the said Flat/ Shop strictly for the Residential/Commercial purpose. No change of user shall be permitted.

16. Third Party rights:

You agree that you shall not transfer the benefits of this reservation without our previous written consent. We may give such consent only upon payment of all the dues payable by you to us under this provisional reservation and on payment of transfer charges as may be decided and fixed by us.

17. Headings:

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

18. Miscellaneous:

a. You agree to sign all applications, papers and documents and do all such acts, deeds and things as we may require for safe guarding the interest in the said Project.

b. You agree not to claim any right, title or interest in the said Flat/ Shop/Unit or the said Plot till the entire consideration amount of the said Flat/Shop/Unit as set out in the Payment Schedule annexed hereto and marked as **Annexure B** and the entire contribution and other payments payable by you are paid in full and you are accepted as the member/s of the Society that shall be formed.

c. We shall have a first lien, charges etc., in respect of any amount / consideration remaining unpaid under this Reservation Letter.

d. You have, in token of your having accepted the aforesaid, agreed to sign at the foot of this Letter.

Signature
Name

(Promoter(s)/ Authorized Signatory) (Email Id.)

Date:
Place:

CONFIRMATION & ACKNOWLEDGEMENT

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

Signature _____

Name _____

Allottee/s)

Date:

Place:

Housiey.com

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 tasks	
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	

(“ANNEXURE - B”)
PAYMENT SCHEDULE:

The said consideration of Rs. _____ /- (Rupees _____ Only) shall be paid by you to us as per the following scheduled:

PAYMENT SCHEDULE		
Sr. No.	PARTICULARS	%
1.	On Booking of the Flat	10%
2.	60 days from Booking of the Flat	20%
3.	On Completion of Plinth	15%
4.	On Completion of 1 nd slab	4%
5.	On Completion of 3 th slab	3%
6.	On Completion of 5 th slab	3%
7.	On Completion of 7 th slab	3%
8.	On Completion of 9 th slab	3%
9.	On Completion of 11 th slab	3%
10.	On Completion of 13 th slab	3%
11.	On Completion of 15 th slab	3%
12.	On Completion of Brick work	7.5%
13.	On Completion of Plastering work	7.5%
14.	On Completion of External Painting work	7.5%
15.	On Intimation/ Notice for Possession of Flat	7.5%
	Total	100%

M/s.
WESTWOODS VENTURES
Promoter (s)/Authorised Signatory