

Date: _____

To

Dear Sir/Madam

Re: Allotment / reservation of residential premises No [●] admeasuring [●] square feet RERA carpet area and exclusive area of balcony/utility area admeasuring [●] square meters on the [●] floor of [●] wing ("Premises") of the building in respect of the ongoing project known as "Sobha Inizio" registered with Maha RERA having registration No [●], ("Project") being developed by **Sobha Limited** ("Promoter 1") on the free sale land admeasuring about 4203 square meters ("Project Land") forming part of an undivided portion of the land admeasuring about 8,553.17 square meters (1 "Larger Land") bearing Cadastral Survey Nos 440 (part), 645 (Part), 646 (Part), 647 (Part), 648 (Part), 649 (Part), 650 (Part) and 651 which forms part of a larger layout of F/South Ward, Dadar Naigaon and Parel Sewree Division, Jerbai Wadia Road, Parel, Mumbai. The Project Land is more particularly set out in **First Schedule** hereunder written.

1. Allotment of the Premises:

At your request we have agreed to reserve and allot to you ("**you / Allottee**"), Premises in the Project at an agreed consideration of INR [●] (Indian Rupees [●]) excluding taxes (consisting of tax paid or payable by way of Goods and Service Tax ("**GST**") and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Premises and/or the Agreement for Sale to be executed between us ("**RERA Agreement**"). It is hereby clarified that the Project is being developed by Promoter 1 pursuant to the rights granted by Landmark Developers ("**Promoter 2**") under a Joint Development Agreement dated 23 January 2025. Promoter 2 being the developer appointed for implementation of the Slum Rehabilitation Scheme sanctioned by the Slum Rehabilitation Authority ("**SRA**"), has granted Promoter 1 exclusive and irrevocable rights to develop the sale component of the Project Land in accordance with the provisions of the Development Control and Promotion Regulations, 2034 ("**DCPR**") and other applicable laws. It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, TDS and all other indirect and direct taxes, duties and impositions levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under the RERA Agreement, Deed of Cancellation and Assignment Deed, and/or on the transaction contemplated herein and/or in relation to the Premises, shall be borne and paid by the allottee/s alone and the Promoter 1 shall not be liable to bear or pay the same or any part thereof.

Promoter 1 and Promoter 2 are hereinafter collectively referred to as the “**Promoters**”.

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

Further, I/we have the pleasure to inform you that you have been allotted along with Premises, car parking space bearing No(s) _____ admeasuring [●] square meters equivalent to [●] square feet of car parking space(s) in the / single / tandem constructed on the Building at [●] level of basement/podium level/ stack car parking having [●] feet length x [●] feet breadth x [●] feet vertical clearance equivalent to [●] square feet (“**Car Parking Space/s**”) on the terms and conditions as shall be enumerated in the RERA Agreement to be entered into between ourselves and yourselves.

3. Disclosures of information:

I/we have made available to you the following information namely:

- a) You have perused all related title deeds, documents, permission and approvals issued in favour of Promoter 2 by SRA and other government authorities and revenue records and satisfied yourself with regards to development rights of Promoter 1 to develop the Project on the Project Land, by utilizing, exploiting, and consuming the entire FSI, fungible FSI, TDR, or other schemes/rights available or accruing to / from the Project Land at present or in the future. You have perused and understood copies of various permissions and approvals sanctioned by SRA / concerned authorities for the proposed development of the Larger Land, including the RERA Agreement which has been handed over by us to you for your review.
- b) You have also perused all documents, sanctioned plan, layout plan and information uploaded on the Maharashtra Real Estate Regulatory Authority (“**Maha RERA**”) online portal <https://maharera.maharashtra.gov.in> including the sanctioned building plans and layout plans of the free sale building along with specifications approved by SRA / competent authority, and have satisfied yourself as regards the veracity of the same including our entitlement to utilize the full development potential / FSI of the Project Land, including Base FSI, Premium FSI, Ancillary FSI, TDR, and/or FSI available in any other form, in accordance with the prevailing DCPR and in line with market conditions.
- c) 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** annexed herewith.
- d) It is hereby clarified that presently, the building plans of the Project envisages construction of the Building / Project comprising of [●] basement plus ground floor for commercial premises plus [●] podium level floors plus [●] habitable Floors or more in multiple tower / wings, with other amenities been sanctioned vide Commencement Certificate dated [●] bearing No [●] issued by SRA. The aforesaid Commencement Certificate shall be amended / modified from time to time basis the plans submitted by Promoter 2 and further approvals to be

obtained in respect of the Building by Promoter 2.

4. Sale consideration:

The sale consideration payable by you in respect of the Premises is INR [●]/- (Indian Rupees [●] Only) ("**Sale Consideration**"). The Sale Consideration is exclusive of taxes (consisting of tax paid or payable by way of GST and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Project and/or with respect to the Premises and/or RERA Agreement). It is clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, TDS and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under the RERA Agreement and/or on the transaction contemplated therein and/or in relation to the Premises, shall be borne and paid by the allottee/s alone and the Promoters shall not be liable to bear or pay the same or any part thereof.

5. Receipt of part consideration:

We confirm having received a sum of INR [●]/- (Indian Rupees [●] Only) as and by way of booking amount towards allotment of the Premises from and out of the Sale Consideration ("**Earnest Money**") being equivalent to [●]% of the Sale Consideration. The payment received by us has been deposited in the Project's RERA Designated Collection Bank Account No: [●] with [●] Bank, [●] Branch having IFS Code [●] situated at [●]. In addition to the above bank account, we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account No [●] and [●] respectively. The Allottee shall make a separate payment or issue a separate demand draft towards GST payable on the Sale Consideration in favour of Promoter 1. Such GST amount shall be deposited by Promoter 1 into its designated GST Account No 407339997570, maintained with [●] Bank, [●] Branch, having IFSC Code [●] ("**GST Account**").

6. The Allottee/s hereby agrees to pay to the Promoter 1 the balance amount in installments as more particularly set out in the RERA Agreement.

7. Other payments:

In addition to the aforesaid installments, you shall simultaneously therewith also be liable to bear and pay GST amount in the GST Account, other charges and deposits on the aforesaid installments as may be applicable.

8. In the event you fail to make payment of any of the installment(s) or any other sums as setout herein including GST etc., as and when demanded or commit any breach of the terms and conditions contained herein, then and without prejudice to the rights and remedies available to us including the right to charge interest at the prevailing rate of State Bank of India Highest Marginal Cost of Lending Rate plus 2% (two percent) thereon for every month of delay in making payment of the Sale Consideration / parts thereof (the "**Interest Rate**"), we shall be entitled to, at our own option and discretion, terminate this

Allotment Letter and the reservation of the Premises and the Car Parking Space/s, without any reference or recourse to you. Provided that, we shall give notice of 15 (fifteen) days in writing to you ("**Default Notice Period**"), by Courier / E-mail / Registered Post A.D. at the address provided by you, of our intention to terminate this Allotment Letter and the reservation of the Premises and the Car Parking Space/s. If you fail to pay the outstanding installment(s) along with interest thereon at the Interest Rate and/or rectify the breach or breaches within the Default Notice Period, then at the end of the Default Notice Period, we shall be entitled to terminate this Allotment Letter and the reservation of the Premises and the Car Parking Spaces by issuance of a written notice to you ("**Termination Notice**"), by Courier / E-mail / Registered Post A.D. at the address provided by you. On issuance of the Termination Notice, this Allotment Letter and the reservation of the Premises and the Car Parking Space/s shall stand automatically terminated and cancelled. In such an event, we shall be entitled to forfeit an amount not exceeding 2% (two percent) of the cost of the Premises and the balance amount, if any, shall be refunded without interest within 45 (forty-five) days from such termination. It is clarified that the Promoters shall not be liable to refund the GST and brokerage charges that has been paid by the allottee to the Promoters.

9. However, in the event we do not terminate this Allotment Letter and the reservation of the Premises and the Car Parking Space/s, you shall be liable to pay the aforesaid installments (by online transfer or demand draft) along with Interest thereon at the Interest Rate computed from the due date of such payment till the date on which the aforesaid installment(s) are actually received by us.

10. **Cancellation of allotment:**

In case you voluntarily desire to cancel this Allotment Letter and reservation of the Premises and Car Parking Space/s, we shall forfeit an amount from the Earnest Money, as per below table:

| Sr No | If the letter requesting to cancel the booking is received | Amount to be deducted |
|-------|---|-----------------------------------|
| 1. | Within 15 days from issuance of this Allotment Letter | Nil |
| 2. | Within 16 to 30 days from issuance of this Allotment Letter | 1% of the cost of the Premises. |
| 3. | Within 31 to 60 days from issuance of this Allotment Letter | 1.5% of the cost of the Premises. |
| 4. | After 61 days from issuance of this Allotment Letter. | 2% of the cost of the Premises. |

11. Upon the termination of this Allotment Letter, you shall have no claim of any nature whatsoever on the Promoters and/or the Premises and/or Car Parking Space/s and/or the Project and we shall be entitled to deal with and/or dispose of the Premises and the Car Parking Space/s in the manner we deem fit and proper without any recourse or reference to you whatsoever.
12. The expenses borne by the Promoter 1 towards GST, stamp duty, (if paid by the Promoter 1) brokerage charges shall also be recovered / adjusted from the Earnest Money paid by

you, apart from the deduction as per Clause 10.

13. **Encumbrance:**

I/we hereby confirm that the Premises is free from all encumbrances, and i/we hereby further confirm that no encumbrance shall be created on the Premises.

14. **Possession:**

Possession of the Premises shall be handed over after completion of the Project (or phase thereof) and on obtaining Full Occupation Certificate in respect thereof. The construction of the Project is expected to be completed around [●] with a grace period of 12 (twelve) months or such extended time as may be intimated to you, subject to force majeure circumstances and payment by you of the Sale Consideration and other amounts, taxes, charges and deposits as mentioned in the RERA Agreement provided to you.

15. **Formation of Organisation:**

The Promoter 2 shall form an Organisation of allottees, which may be either a co-operative society, association of apartment owners, a condominium, a limited company or any other form under applicable laws ("**Organisation**") as the Promoters may deem fit at its discretion. The Allottee shall join other allottees in forming and registering the Organisation. The Allottee agrees to sign and execute all necessary documents for establishing and registering the Organisation. Promoter 2 shall also form a separate Organisation for the allottees of commercial premises, and such commercial premises shall not form part of or be managed by the Organisation formed for the residential premises. Promoter 2 shall not convey, assign or transfer the commercial premises to the Organisation. The Promoter 1 shall be entitled to either retain the commercial premises with itself or convey the same to a separate organisation or entity of commercial premises, as it may deem fit. It is expressly agreed that the commercial premises shall not form part of, or be managed by, the Organisation to be formed under this Agreement for the residential premises.

16. All costs, charges and expenses, including stamp duty, registration charges, legal fees etc, for formation and registration of the Organisation as well as lease of the Project Land to the Organisation shall be borne and paid by the Organisation / its members.

17. The Allottee shall pay advance maintenance charges and outgoings, including legal expenses and charges for formation of Organization and share money and entrance fee etc. as indicated in the Final Payment Request Letter, before handing over possession of the Premises as mentioned in the RERA Agreement provided to you. Such advance maintenance charges shall be interest-free and utilized towards common maintenance, repairs, upkeep and related expenses. If found inadequate, Promoter 1 may adjust the shortfall from the Maintenance Deposit along with applicable taxes.

18. 7 (seven) days (or within such other period as may be feasible, of receiving the occupation certificate) after a written notice is given to you offering possession of the Premises, you will be liable to pay all outgoings, taxes, water charges, electric charges, cess etc. levied by the concerned authorities and maintenance charges, payment of service line charges of electricity service provider, legal charges, in respect thereof, whether or not you have

taken possession of the Premises.

19. We have to further inform you that the detailed terms and conditions of the allotment of the Premises, use and maintenance, various disclosure made by us etc., has been incorporated in the printed RERA Agreement which shall be subject to the provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules, regulations, orders and notifications made thereunder and Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made thereunder and you have agreed to execute and register the RERA Agreement in the same format as handed over to you, immediately upon being called upon to do so. You have also agreed to sign any other writing or writings as may be necessary along with the RERA Agreement.

20. **Proforma of the agreement for sale and binding effect:**

The proforma of the RERA Agreement is enclosed herewith for your ready reference. Please note that forwarding a proforma of the RERA Agreement does not create a binding obligation on our part unless you comply with the conditions as set out herein.

21. **Execution and registration of RERA Agreement:**

i) You shall execute the RERA Agreement and return the same to us, duly signed along with all Schedules and Annexures, **within a period of 30 (thirty) days from the date of receipt of the Agreement.** Forwarding of the Agreement by us does not create a binding obligation on either party unless the Agreement is executed and delivered by you in the manner stated above. Upon such execution, you shall appear for registration of the Agreement before the concerned Sub-Registrar's office as and when intimated by us.

ii) **If you fail to execute the RERA Agreement and appear for registration of the same before the concerned Sub-Registrar of Assurances as and when intimated by the Promoter 1 within 30 (thirty) days, then the Promoter 1 shall serve a notice to the Allottee for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee, the allotment shall be treated as cancelled and the Promoter 1 shall be entitled to forfeit an amount not exceeding 10% (ten percent) of the total consideration along with applicable brokerage charges, and the balance amount, if any, shall be refunded to the Allottee without interest within 45 (forty-five) days from the expiry of the notice period. The Promoters shall not be liable to refund the GST, stamp duty, or any other taxes received from the Allottee.**

iii) **In the event the balance amount is not refunded by us within 45 (forty-five) days from the date of expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at the Interest Rate.**

22. **You / the allottee has/have independently perused, verified and understood the sanctioned plans as well as the proposed plans demarcating the location and boundaries of the Project to be developed on the Project Land.**

23. **You have understood, taken note and hereby agree on the locations and height of the**

Project to be constructed on the Project Land demarcated in 'red' colour on the plan annexed as **Annexure B** and undertake not to raise any dispute or objection in future, provided the height of such building/s are below the maximum height.

24. It is agreed that the information, specifications, amenities, layout, pictures etc. shown / contained in the brochure/s and/or in the sample show unit, and/or advertising material (in all forms of media, including its website virtual walkthrough video, demonstration drone) shown to you, if any, are indicative only.
25. It is agreed that, there shall be a separate RERA agreement for sale of commercial space to be made available separately.
26. You shall use the Premises or any part thereof allotted to you exclusively for residential use and the Car Parking Space/s for the purpose of parking your light vehicle and for no other purpose unless permitted by the concerned authority/ies.
27. You agree and confirm that we shall have the right to raise finance / loan from any financial institution / bank by way of mortgage / charge / securitization of receivables of the Premises and/or against security of the Project Land and/or the Project (subject to your rights to the Premises).
28. You have confirmed that you shall be responsible to bear and pay and/or reimburse to us as the case may be, all statutory taxes, dues, levies and duties by whatever name called and/or of whatsoever nature including but not limited to GST levied / charged by the State and/or Central Government or any other competent authority in respect of this transaction.
29. We shall have unqualified and unfettered rights to (i) sell on ownership basis other units in the Project; (ii) allot car-parking spaces; (iii) sell / allot the areas within and outside the Project and/or the Project Land for putting up / installing signage, V-Sat and/or other antenna and air condition chiller plants; (iv) grant the right to put up hoarding; (v) right to sell/use commercial premises in the Project; (vi) install relay station for cellular telecommunication, radio pager, satellite and communication towers etc. and areas in the Project or dispose of the same in any manner as we may deem fit and proper.
30. You have confirmed that irrespective of any disputes which may arise between us, you shall punctually pay all instalments of the Sale Consideration, amounts, contributions, deposits and shall not withhold any payment for any reason whatsoever.
31. You shall not sell, transfer and assign the benefits arising hereunder to any person for a period of 1 (one) year from the date of booking and payment of 30% (thirty percent) of the Sale Consideration as mentioned in the RERA Agreement. Any transfer thereafter shall require prior written consent of Promoter 1, full payment of all dues, and payment of transfer charges as may be prescribed by Promoter 1. In case of transfer within family members (father, mother, husband, wife, son, daughter, brother, sister or daughter-in-law), a concessional transfer fee of INR [•]/- (Indian Rupees [•]) shall apply. Promoter 1 is not bound to grant such consent, and if granted, the Allottee shall comply with all terms and bear all applicable costs, including stamp duty and registration charges.

32. **Validity of allotment letter:**

This allotment letter shall not be construed to limit your rights and interest upon execution and registration of RERA Agreement between ourselves and yourselves. Cancellation of allotment of the Premises, thereafter, shall be covered by the terms and conditions of the RERA Agreement.

33. You have also agreed to bear and pay the stamp duty and registration charges payable on the RERA Agreement, Deed of Cancellation and Assignment Deed and on all and any other documents to be executed in pursuance to this writing.

34. All the aforesaid terms and conditions are applicable and binding upon your respective nominees / legal heirs, executors, successors and assignees.

35. **Headings:**

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

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

Yours faithfully,

I / We confirm the above,

(For **SOBHA LIMITED**)

(Allottee)

(On the letterhead of **SOBHA LIMITED**)

FIRST SCHEDULE ABOVE REFERRED TO

(Description of the Project Land)

All that piece and parcel of free sale land admeasuring about 4203 square meters forming part of an undivided portion of land admeasuring about 8,553.17 square meters bearing Cadastral Survey Nos 440 (part), 645 (Part), 646 (Part), 647 (Part), 648 (Part), 649 (Part), 650 (Part) and 651 forming part of larger layout of F/South Ward, Dadar Naigaon and Parel Sewree Division, Jerbai Wadia Road, Parel, Mumbai and bounded as follows:

On or towards the East : Christian Cemetery;
On or towards the West : Crescent Bay and Star and Dimple Apartment (CHS);
On or towards the North : J.W. Road;
On or towards the South : Crescent Bay.

RECEIPT

RECEIVED of and from the within named [•] a sum of INR [•]/- (Indian Rupees [•] only) by way of Earnest Money towards reservation of the Premises the details of which are as under:

| Sr. No. | Cheque / Pay Order No. | Date | Drawn on | Amount (in INR) |
|--------------|------------------------|------|----------|-----------------|
| | | | | |
| | | | | |
| Total | | | | |

Yours faithfully,
For **SOBHA LIMITED**

(_____)
Authorised Signatory

Witnesses:

1.

2.

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, doors and windows | |
| 8. | Sanitary electrical and water supply fittings within the Premises | |
| 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 building as per specifications in the RERA Agreement, any other activities. | |
| 12. | Internal roads and 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 and disposal | |
| 18. | Water conservation / rain water harvesting | |
| 19. | Electrical meter room, sub-station, receiving station. | |
| 20. | Others | |

(On the letterhead of **SOBHA LIMITED**)

Annexure – B
(Existing plan / layout)

Housiey.com