

Date:

To,
Mr./Mrs./Ms _____
R/O _____
(Address)

Telephone/Mobile number _____
Pan Card No.: _____
Aadhar Card No. _____
Email ID: _____

Sir/Madam,

Sub: Your request for allotment of flat (**said Unit**) in the project known as “Modirealty Ashvattha” at 4, Shailendra Nagar, S.V. Road, Dahisar (East), Mumbai 400068, having MahaRERA Registration No. _____.

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1. **Allotment of the said Unit:**

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 _____ floor in the project known as “Modirealty Ashvattha”, having MahaRERA Registration No. _____, hereinafter referred to as “**the said Unit**”, being developed on all that piece or parcel of leasehold plot of land admeasuring 1327.30 sq.mtrs or thereabout (Including Tit Bit Area) -in the layout of Maharashtra Housing and Area Development Authority, bearing CTS Nos. 1665A (part) and 1663B (part) (as updated from old CTS No.1663-A) forming part of Survey No.181 of village Dahisar, Taluka Borivali in the Registration District of Mumbai City and Sub-District of Mumbai Suburban, situate, lying, and being at 4, Shailendra Nagar, S.V. Road, Dahisar (East), Mumbai 400068 at and for total consideration of Rs. _____/- (Rupees _____ only) [Less 1% TDS][Inclusive of GST] and as per terms & conditions set out herein.

2. **Allotment of Mechanical Car Parking Space/s:**

Further we have the pleasure to inform you that, you have been allotted _____ nos. of car parking space/s in Mechanical Parking System without any consideration.

3. **Receipt of part consideration:**

We confirm that we have received from you an amount of Rs. ____/- (Rupees _____ only) [Less 1% TDS] [Inclusive of GST] against the total consideration value of the said Unit as booking amount / advance payment on _____, through _____.

Balance amount of Rs. _____/- (Rupees _____ only) [Less 1% TDS] [Inclusive of GST] 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 and

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

5. **Encumbrances:**

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

6. **Further payments:**

Further payments towards the consideration of the said Unit 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 Unit along with the car parking space/s shall be handed over to you on or before 31.03.2027 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 Unit 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:**

- i) 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 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.
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- *The amount to be deducted shall not exceed the amount as mentioned in the table above.*

- ii. 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:**

- 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 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.

- ii) 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 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 Unit 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.
- 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 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 Unit 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.

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 the Annexure. I / We hereby agree and accept the terms and conditions as stipulated in this allotment letter.

Signature

Name

(Allottee/s)

Date

Place

ANNEXURE A

Modirealty Ashvattha		
Payment Schedule		
Sr. No.	Stage	%
1	Booking	10.00%
2	PAAA	20.00%
3	Plinth	15.00%
4	On Stilt	3.00%
5	1st slab	1.00%
6	2nd slab	1.00%
7	3rd slab	1.00%
8	4th slab	1.00%
9	5th slab	1.00%
10	6th slab	1.00%
11	7th slab	1.00%
12	8th slab	1.00%
13	9th slab	1.00%
14	10th slab	1.00%
15	11th slab	1.00%
16	12th slab	1.00%
17	13th slab	1.00%
18	14th slab	1.00%
19	15th slab	1.00%
20	16th slab	1.00%
21	17th slab	1.00%
22	18th slab	1.00%
23	19th slab	1.00%
24	20th slab	1.00%
25	21st slab	1.00%
26	22nd slab	1.00%
27	Completion of Brickwork	10.00%
28	Completion of Internal & External I	10.00%
29	Installation of Lift	5.00%
30	Possession/OC	5.00%