

DRAFT FINAL

Without prejudice and unless executed the same is not binding and the same can be modified further within the framework of MahaRera

Date:

To

Mr./Mrs./Ms.....,

(ALLOTTEE/S / PURCHASER/S)

R/o

Mobile Number.....,

Pan Card No.....,

Aadhar Card No.:.....,

Email ID:

Sub: Your request for allotment of Apartment / Flat / Shop / Commercial No. ____ admeasuring _____ Sq. Mtrs. (RERA carpet area) area plus ____ Sq. mtrs of balcony (which is counted in FSI) attached to the Flat total aggregating to ____ Sq. mtrs on the ____ floor in the proposed building / Project known as "Shree Yashodhan" on land bearing Final Plot no. 63 of TPS I of Borivli - West having corresponding CTS No. 536/A/1 admeasuring 1219.00 Sq. mtrs. of Village – Borivali Dist. Mumbai Suburban situated at Ramdas Sutrale Marg, Off. Chandavarkar Road, Borivli (West) Mumbai 400 092 (hereinafter referred to as "**the said Property/Project Land**") having MahaRERA Registration No._____.

Sir/Madam,

1. Allotment of the said unit:

This has reference to your request referred to at the above subject Property. In that regard, I/we have the pleasure to inform that you have been allotted a 2/3 BHK Apartment / Flat / Shop / Commercial premises bearing No. _____

admeasuring _____ Sq. Mtrs of RERA Carpet area plus _____ Sq. mtrs of balcony (which is counted in FSI) attached to the Flat total aggregating to _____ Sq. mtrs equivalent to _____ sq. ft. situated on _____ floor in the proposed building/project known as Shree Yashodhan, having MahaRERA Registration No. _____ hereinafter referred to as "**the said Unit**", being developed on land bearing Final Plot no. 63 of TPS I of Borivli - West having corresponding CTS No. 536A/1 admeasuring 1219.00 Sq. mtrs. of Village – Borivali Dist. Mumbai Suburban situated at Ramdas Sutrale Marg, Off. Chandavarkar Road, Borivli (West) Mumbai 400 092 admeasuring 1219.00 sq. mtrs. for a total consideration of Rs. _____/- (Rupees _____ only) exclusive of GST, stamp duty, registration charges and other charges that may be applicable

2. Allotment of parking space(s):

Further, we have the pleasure to inform you that you have been allotted along with the said unit, _____ covered car parking space(s) bearing No. _____ & _____ on Ground / 1st / 2nd / 3rd podium floors being a Stack / mechanical 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,

3. Receipt of part consideration:

I/We confirm to have received from you an amount of Rs. _____/- (Rupees _____ only) being _____% of the total consideration value of the said unit as booking amount/advance payment on _____, by Cheque bearing no. _____ drawn on _____ Bank.

4. Disclosures of information:

We have made available to you the following information namely:-

- i) The IOD, Commencement Certificate/s, sanctioned plans, layout plans, Legal Title Reports, along with specifications, approved by the competent authority and all other documents related to the title of the said Property are available at the project site and have also been uploaded on MahaRERA website.
- ii) The stage wise time schedule of completion of the project, including the provision 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:

I/We hereby confirm that the said unit is free from all encumbrances and I/we hereby further confirm that no encumbrances shall be created on the said unit.

6. Further payments:

Further payments towards the consideration of the said unit as well as of the 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 car parking spaces(s) shall be handed over to you on or before 30-09-2025 subject to the payment of the consideration amount 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 Lending Rate 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 15 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.

- (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.

10. Other payments:

You shall made 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(i).

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 or earlier or as may be called upon 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.
- 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 of 2 months from the date of issuance of this letter or

within such period as may be communicated to you, I/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, I/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 to 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 yourselves. Cancellation of allotment of the said unit thereafter shall be covered by the terms and conditions of the said registered document.

14. DECLARATION AND CONFIRMATION BY ALLOTTEE/S / PURCHASER/S:

The Allottee/s hereby declare and confirm that we have made full, free and complete disclosure and you have taken full, free & complete inspection of particulars and disclosure of the following:

- a. We have disclosed and you have investigated to your satisfaction all necessary particulars as to the title and its rights in the property including encumbrances if any in the Project Land and which are available on website of the Regulatory Authority.
- b. You have seen and understood the duly sanctioned plans and commencement certificate. To expedite the construction, we have submitted and obtained approval of the building Plans, obtained IOD as well as Commencement Certificate (C.C.), reserving the right to amend or modify the building Plans and the layout from time to time in accordance with the provisions of Development Control Promotion and Regulations for Greater Mumbai, 2034 ("DCPR-2034") and/or which may be in force from time to time in light of the changes in the DCPR-2034 and Development Plan and other Policies.
- c. You have, after perusing and verifying the facts and particulars provided by us as mentioned herein and also the same being available on the website of the Regulatory Authority in respect of the said project, has/have requested / approached us for allotment of Apartment / Flat / Shop / Commercial premises No. _____ on the _____ Floor in the proposed building being constructed on the said Property;
- d. You shall be liable to pay escalation / increase in the Price, if such escalation / increase is on account of any increase in the Development charges payable to the MCGM which may be levied or imposed from time to time
- e. We reserve the right to construct additional floors/ buildings /Wings by availing full FSI permissible at present or in future and for the said purpose and also reserve the right to carry out amendments, variations and modifications in the building plans/layout disclosed

to you and for locations of buildings/Wing(s) without in any manner broadly affecting the internal layout of the said flat agreed to be allotted to you hereunder provided the Developers / Promoters obtain the consent of the Allottee/s/ Purchaser/s as per the provisions of law.

- f. We shall have full right and absolute authority and shall be entitled to, at any time hereafter to raise additional floors/ buildings /Wings by availing full FSI permissible at present or in future and for the said purpose and also reserve the right to carry out amendments, variations and modifications in the building plans/layout disclosed to you and for locations of buildings/Wing(s) without in any manner broadly affecting the internal layout of the said Apartment / Flat / Shop / Commercial Unit agreed to be allotted to you herein change, alter and amend the layout, plans, designs, elevation etc. of 'Shree Yashodhan' building after seeking the consent as provided under the law and you shall not withhold such consent unreasonably. It is confirmed by you that signing of this Allotment letter in acceptance reflects you having agreed to all the terms and conditions here and you hereby undertake to not raise any dispute in respect thereof in future.

15. ACCEPTANCES BY THE ALLOTTEE/S / PURCHASER/S:

As per your request and with due acceptances of the aforesaid conditions stipulated under this letter, we have accepted to consider your proposal / intention to purchase the said Apartment/Shop in the said building and have accordingly, tentatively earmarked the said Apartment/Shop in your favour

16. Headings

Headings are inserted for convenience only and shall not

affect construction of the various Clauses of this allotment letter.

For M/s K. Mehta & Co

Encl: Draft of Agreement for Sale.

Partner

Date:

Place: Borivli, Mumbai.

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: Borivli, Mumbai.

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, 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 & foot paths, 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	
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Promoter(s)/Authorized Signatory