

MILAN MILAP COOPERATIVE HOUSING SOCIETY LTD.,

(Reg.No. BOM/HSR/5733 OF 21-01-1979)

169/170, Garodia Nagar, Ghatkopar (East), Mumbai 400 077.

ALLOTMENT LETTER

Date:

To,

Mr/Mrs/Ms....

R/o....

Telephone Number...

PAN Card No....

Aadhar Card No...

Email ID:

Subject: Your Request for Allotment of flat/commercial premises in the project known as Milan Milap CHSL Ltd having MahaRERA regnNo._____

Ref: Flat admeasuring approximately _____ square meters (i.e. _____square feet) of carpet area bearing No. _____ on _____ floor, Wing_____ in Project _____, proposed to be constructed on Plot No. 169 of Garodia Nagar Scheme bearing Survey No. 249, Hissa No. 3(Part) corresponding to CTS No. 195/131 admeasuring to 679 sq.mtrs or thereabouts and Plot No. 170 of Garodia Nagar Scheme bearing Survey No. 249, Hissa No. 3(Part) corresponding to CTS No. 195/137 admeasuring to 635 sq.mtrs or thereabout and totally admeasuring about 1314 sq. meters situated lying and being at Village Ghatkopar, Taluka-Kurla MSD belonging to **MILAN MILAP CHS LTD.**

Dear Sir/Madam,

1. You are aware that the Promoter “**MILAN MILAP CHS LTD**” is entitled to develop the project registered under The Real Estate (Regulation and Development) Act, 2016 (RERA)bearing registration No:- _____ on aforementioned plot of land(“said Project”).

2. After (i)inspecting the approvals, plans and other documents, and (ii) satisfying yourself about Promoter's entitlement to develop the Property, you have expressed your intention to acquire a flat admeasuring approximately ____square meter (i.e.____square feet) of RERA carpet area on ____ floor in Wing____ ("said Flat") along with ____ (In words) Car Parking Space/s in the stilt __level Podium of the building proposed to be constructed in the said Project and have approached and requested the Promoter to reserve for allotment of the same to you. The said Flat and the said Car Parking space/s together are hereinafter referred to as the "said Premises".
3. Futher we have the pleasure to inform you that you have been allotted along with the said unit, garage(s) bearing No(s)____ -admeasuring - ____sq. mtrs equivalent to ____sq ft./covered car parking space(s) at ____level basement /podium bearing No(s)____ admeasuring - ____sq. mtrs. equivalent to ____ sq. ft./stilt parking bearing No(s)____ admeasuring ____sq. mtrs equivalent to ____sq.ft. / mechanical car parkhg unit bearing No(s) ____admeasuring - ____sq. mtrs. equivalent to ____sq. ft. on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.
4. The Promoter agrees to reserve the said Premises for allotment to you, subject to the terms and conditions contained herein.
5. The sale consideration of the said Premises shall be Rs.____/- (Rupees _____ only).The Sale Consideration shall be exclusive of stamp duty, registration charges, GST and all other applicable taxes etc. This will be in addition to Additional Amounts payments as mentioned in clause (9) herein below. The Sale Consideration of Rs.____/- (Rupees In words) shall be payable by you to the Promoter, in the following manner:

Particulars	Amt (In INR)
First Part of Earnest Money	10%
On completion of Plinth	25%
On Completion of 1st Level Top Slab	3.5%
On Completion of 2 nd Level Top Slab	3.5%
On Completion of 3 rd Level Top Slab	3.5%
On Completion of 4 th Level Top Slab	3.5%
On Completion of 5 th Level Top Slab	3.5%
On Completion of 6 th Level Top Slab	3.5%
On Completion of 7 th Level Top Slab	3.5%
On Completion of 8 th Level Top Slab	3.5%
On Completion of 9 th Level Top Slab	3.5%
On Completion of 10 th Level Top Slab	3.5%
On Completion of 11 th Level Top Slab	3.5%
On Completion of 12 th Level Top Slab	3.5%
On Completion of 13 th Level Top Slab	3.5%
On Completion of 14 th Level Top Slab	3.5%
On Completion of 15 th Level Top Slab	3.5%
On Completion of 16th Level Top Slab	3.5%
On Completion of Masonary Internal Plaster	2%

On Completion of External Plaster	2%
On Completion of Flooring and Finishing	2%
On Completion of Lift and paving etc.	2%
On Receipt of Occupation Certificate [OC]	1%

6. It is hereby agreed that the time for payment of each installment is of essence and our intimation to you that a particular stage of construction is completed shall be sufficient proof of commencement or completion of that stage. You also agree that the failure to receive such notice/intimation from us shall not be construed to be waiver of your obligation to pay any installment amount/s due on the respective due dates.
7. It is agreed that all taxes, duties, cesses (whether applicable/payable now or become applicable/payable in future) including Goods and Services Tax (GST) on any amount payable on the transaction contemplated herein, shall be borne and paid by you alone and we shall never be liable, responsible and/or required to bear and/or pay the same or any part thereof.
8. All outstanding amounts payable by you shall carry such applicable interest at the rate of (i) 2% (two percent) above the then existing SBI MCLR (State Bank of India) Marginal Cost of Lending Rate) per annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed under the Real Estate (Regulation and Development) Act, 2016 and Rules made thereunder ("Interest") from the date it falls due till the date of receipt/realization of payment to the other party. Any overdue payments so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amounts.
9. It is further agreed that upon receipt of intimation from us in writing, to enter into agreement for sale of the said Premises (Agreement) and register the same you shall within __ (__) day of such intimation make yourself available for execution and registration of the Agreement, failing which the allotment of the said Premises shall stand cancelled and this allotment letter shall stand terminated without any further intimation.
10. In addition to the Sale Consideration of Rs. _____/- (Rupees In words), you shall pay to us the following amounts on or before possession of the said Premises (Additional Amounts).

Particulars	Amount (In INR)
Corpus Fund Subscription	
Advance Maintenance Charges	
Share Application Money Subscription	
Water, Electricity, Drainage, Sewerage Connection	
Mahanagar Gas Limited Connection Charges (MGL)	
Legal Service Charges	
Documentation Charges -	

Total Payable	
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11. The payment towards the Additional Amounts shall be made on or before the date intimated to you for possession of the said Premises. It is hereby clarified that the list of charges mentioned hereinabove is only indicative and not exhaustive and that you agree to pay such other charges and any increase in Additional Amounts, including applicable taxes as may be communicated to you.
12. We have made available to you the following information namely: -
 - i) The sanctioned plans, layout plans alongwith 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/#>
13. We shall have full right and absolute authority and shall be entitled, at anytime hereafter, to change, alter and amend the master plan, layout plans, designs, elevation etc. of the Project and you shall not have any objections in this regard. Provided however that we shall not change, alter and amend the building plans in which you have been allotted the said Flat without prior intimation/consent as may be required from you.
14. We hereby confirm that the said unit is free from all encumbrances and we hereby further confirm that no encumbrances shall be created on the said unit.
15. It may be noted, that upon termination/cancellation of the allotment of the said Premises:
 - a. You shall cease to have any rights, title or interest in the said Premises or any part thereof;
 - b. We shall be entitled to sell the said Premises at such consideration and on such terms and conditions to such other person or party as we may in our absolute discretion deem fit;
 - c. We shall, out of the Sale Consideration towards the said Premises, refund to you (without interest), after adjustment of 15% of payments received till that date or Rs. _____/- whichever is more as liquidated damages and service charge) such refund shall be issued within a period of _ () working days of termination of allotment.

The balance if any due shall be refunded to you without interest, within __ days of the termination/cancellation coming into effect. Provided however the taxes and outgoings, already paid or due and payable by you in respect of the said Premises up to the date of termination of allotment shall be borne by you and we shall not be liable to refund/reimburse the same.

16. 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;

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

17. 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 18.
18. 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 15 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 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 16 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.

19. All letters, circulars, receipt and/or notices to be served on you as contemplated by this letter shall be deemed to have been duly served if sent to you by registered post A.D./Email ID at your address known to us which will be sufficient proof of receipt of the same by you and shall completely and effectively discharge us of our entire obligation. For this purpose, you have given complete address specified below:

(Address of Allottee)

20. We have agreed to reserve the said Premises for allotment of the same to you on the basis of your following representations and warranties:
- i. You have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up, as the case may be;
 - ii. No receiver and/or liquidator and/or official assignee or any person is appointed in your case or for all or any of your assets and/or properties;
 - iii. None of your assets/properties are attached and/or notice of attachment as been received under any rule, law, regulation, statute etc.;
 - iv. You have not received any notice from any Government in India (either Central, State or Local) and/or from abroad for your involvement in any money laundering or any illegal activity and/or declaring you to be a proclaimed offender and/or no warrant is/has been issued against you;
 - v. No execution or other similar process is issued and/or levied against you and/or against any of your assets and properties;
 - vi. You are competent to enter into a contract;
 - vii. You have not compounded payment with your creditors;
 - viii. You are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence for a period of not less than six months;
 - ix. You shall not transfer the said Premises until you have paid the full consideration of the said Premises to us;
 - x. You shall not transfer the said Premises in favour of any third party till the time the possession of the said Premises is offered to you.
21. We consider the accuracy of the representations and warranties to be an important and integral part of this transaction and the said Premises have been reserved for allotment to you in reliance of the same.
22. The stamp duty and registration charges on all documents to be executed with respect to the said Premises, between us shall be borne and paid solely by you.
23. 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.

24. This allotment letter is binding on you till such time the Agreement is executed between us.
25. This allotment letter is subject to the Agreement for Sale which shall be executed between us. In the event of any contradiction between this Allotment Letter and the proposed Agreement for Sale, the provisions of the Agreement for Sale shall prevail. You agree that the terms and conditions under the Agreement shall supersede this allotment letter.
26. You hereby expressly admit, acknowledge and confirm that the particulars or details given in any advertisement or brochure by us and/or by our agent/s to you and/or to your agent/s, is only for the purpose of understanding of the said Project. You hereby expressly admit, acknowledge and confirm that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or presented, including those contained / given in any advertisement or brochure, by us and/or by our agents to you and/or to your agents, other than such terms, conditions and provisions as are contained or incorporated in this letter either expressly, impliedly or by law, shall be deemed to form part of this letter. You declare that you have executed this letter after reading and understanding and being explained the contents of this letter and undertake not to raise any objection and hereby waive your right to raise such objection in that regard. Further, you confirm and undertake not to seek any amendment, modification and/or change in the terms and conditions of this letter and hereby waive your right in that regard.
27. If any dispute or difference arises between us at any time relating to the construction or interpretation of this letter or any term or provision hereof or the respective rights, duties or liabilities of either of us hereunder, then the aggrieved party shall notify the other party in writing thereof, and both of us shall endeavor to resolve the same by mutual discussions. In case of failure to settle the dispute amicably, the Parties shall refer the dispute to the Authority in accordance with the provisions of the RERA Act, 2016.

Kindly request you to acknowledge receipt and acceptance of the terms of this allotment on the duplicate copy of this letter. Thanking you and looking forward to being associated with you.

The same is for your kind information and records.

Yours truly,

Authorized Signatory

We hereby confirm, agree, accept and acknowledge the contents of this Allotment Letter.

Annexure-A:

Stage wise time schedule of completion of the project

Sr.No.	Stages	Date Of Completion
1	Excavation	100% completed
2	Basements (if any)	-
3	Podiums (if any)	
4	Plinth	100% completed
5	Stilt (if any)	
6	Slabs of super structure	31/12/2024
7	Internal walls, internal plaster, completion of floorings, doors and windows	15/06/2026
8	Sanitary electrical and water supply fittings within the said units	30/10/2026
9	Staircase, lifts wells and lobbies at each floor level overhead and underground water tanks External plumbing and external plaster, elevation, completion of terraces with waterproofing.	30/10/2026
10	External Plumbing and external plaster, elevation, completion of terraces with waterproofing	15/06/2026
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 agreement of sale, any other activities.	15/09/2026
12	Internal roads & footpaths, lighting	15/09/2026
13	Water supply	15/09/2026
14	Sewerage (chamber, lines, septic tank, STP)	15/09/2026
15	Storm water drains	15/09/2026
16	Treatment and disposal of sewage and sullage water	-
17	Solid waste management & disposal	15/09/2026
18	Water conservation / rain water harvesting	15/09/2026
19	Electrical meter room, sub-station, receiving station.	15/09/2026
20	Others	31/12/2026

Promoter (s) / Authorized

Signatory

For Milan-Milap Co-op. Housing Society Ltd.





Hon. Secretary **Treasurer** **Chairman**

