

TO WHOM SO EVER IT MAY CONCERN

Subject: Deviation Report with respect to the Allotment Letter.

We, **M/S. SWASTIK REALTORS**, hereby declare that save and except the deviations highlighted in yellow in the attached draft of the Allotment letter, the draft Allotment letter submitted by us is in accordance with the prescribed by RERA for our Re-development Project of **SWASTIK SHIVAAY** bearing CTS no. 2256 to 2261 in all admeasuring about **1924.80** sq. mtrs Situate lying and being at Village Ghatkopar – Kirol, Sanghani Estate, Off LBS Road, Ghatkopar (West), in the Registration Sub District of Mumbai Suburban.

Place: Mumbai

Date: 23/08/2022

For SWASTIK REALTORS



Partner

SWASTIK REALTORS

312, Swastik Disa Corporate Park, Kohinoor Textile Printing Compound, Opp. Shreyas Cinema,
L. B. S. Road, Ghatkopar (W), Mumbai - 400 086 • Tel. : 6689 0000 (25 Lines) • Fax : 6689 0030
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ANNEXURE '1'
ALLOTMENT LETTER

Date: _____

Name: Mr./Mrs.

Address:

Subject: Allotment of Flat No. _____, admeasuring _____ on or about _____ square meters of carpet area on the _____ Floor in the building known as "Swastik Shivaay" ("**the said Project**") constructed on all that piece or parcel of vacant land being Plot No. 17, Krishna Kunj No. 4 and Plot No. 16, Krishna Kunj No. 3 bearing CTS nos. 2256, 2257, 2258 jointly, and Plot No. 13 Kanji Mistry No. 3 and Plot No. 14, Kanji Mistry No. 2 bearing CTS nos. 2259, 2260, 2261 jointly, of Ghatkopar Kirol Village, in the Registration Sub-District of Kurla Mumbai Suburban District. ("**Premises**")

Dear Sir/Ma'am,

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

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/villa/bungalow / commercial premises bearing No. _____ admeasuring RERA Carpet area _____ sq. mtrs equivalent to _____ sq. ft. situated on _____ floor in Building _____ / Tower _____ / Block _____ / Wing _____ in the project known as _____, having MahaRERA Registration No. _____, hereinafter referred to as "**the said Flat**", being developed on the said Land for a total consideration of Rs. _____ in figures (Rupees _____ in words _____ only) exclusive of GST, stamp duty and registration charges.

2. **Allotment of parking space(s):**

Further, we have the pleasure to inform you that you have been allotted along with the said Flat, 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 parking 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. It is clarified that location of the car parking shall be identified by us at our sole and absolute discretion after offering possession of the Flat.

3. **Receipt of part consideration:**

a. The total consideration amount of Rs. [●]/- (Rupees [●] Only) ("**Consideration Amount**") payable towards the said Flat shall be payable by you to us as per the payment schedule annexed hereto as **Annexure "A"**.

b. We confirm to have received from you an amount of Rs. _____ in figures _____ (Rupees _____ in words _____ only), (*this amount shall not be more than 10% of the cost of the said unit*) being ___ % of the Consideration Amount as booking amount /advance payment on dd/mm/yyyy, through _____ mode of payment _____.

OR

c. You have requested us to consider payment of the booking amount / advance payment in stages which request has been accepted by us and accordingly We confirm to have received from you and amount of Rs. _____/- (Rupees _____ Only) being ___% of the Consideration Amount of the said Flat as booking amount / advance payment on _____, through _____ mode of payment _____. The balance _____% of the booking amount / advance payment shall be paid by you in the following manner:

a) Rs. _____/- (Rupees _____ Only) on or before _____.

b) Rs. _____/- (Rupees _____ Only) on or before _____.

c) Rs. _____/- (Rupees _____ Only) on or before _____.

d) Rs. _____/- (Rupees _____ Only) on or before _____.

d. If you fail to make the balance ___% of the booking amount / advance payment within the time period stipulated above further action as stated in

Clause 12 hereunder written shall be taken by us as against you.

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/#>
- iv) You have independently satisfied yourself as regards to our title to the Project.

5. **Encumbrances:**

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

6. **Further payments:**

Further payments towards the consideration of the said Flat as well as of the garage(s) / 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. All instalments of the Consideration Amount shall be paid by you, within 7 (seven) days from the date of the demand notice raised by us. Time for payment of each of the instalments is of the essence of the contract.

7. **Possession:**

The said Flat along with the garage(s)/ covered car parking spaces(s) shall be handed over to you on or before _____ subject to the payment of the consideration amount of the said Flat and all other payments 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:**

Without prejudice to the other rights and remedies available to us, in case of delay in making any payments, you shall be liable to pay to us interest at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent, on any and all delayed payments.

9. **Cancellation of allotment:**

- i. In case you desire to cancel the booking for any reason whatsoever(including due to our default), an amount mentioned in the Table hereunder written would be deducted and forfeited and the balance amount due and payable shall be refunded to you without interest within 45 (forty five) 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 Flat;
3.	within 31 to 60 days from issuance of the allotment letter;	1.5% of the cost of the said Flat;
4.	After 61 days from issuance of allotment letter	2% of the cost of the said Flat

- 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 make the payment of all applicable taxes including GST, stamp duty and registration charges, as applicable and such other payments as more specifically mentioned herein / in the agreement for sale, the proforma whereof is enclosed herewith in terms of Clause 11 hereunder written. **The GST payments shall be paid alongwith the instalments of the Consideration Amount.**

In addition to the said Consideration Amount, you shall also be liable to pay, prior to possession, other charges. An indicative list of other charges payable by you is attached as Annexure – “B”, hereto. The charges listed in Annexure - B are

exclusive of taxes and all taxes thereon shall be borne by you.

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.

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 the booking amount is collected in stages and if you fail to pay the subsequent stage instalment, we shall serve upon you a notice calling upon you to pay the subsequent stage instalment within 15 (fifteen) days which if not complied, we 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. Except for the above all terms and conditions as enumerated in this allotment letter shall be applicable even for cases where booking 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 or you fail to make the payments as mentioned herein, 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 Consideration Amount 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 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 Flat thereafter, shall be covered by the terms and conditions of the said registered document.

14. **Headings:**

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

15. **Additional terms:**

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

All letters, circulars, receipts and/or notices issued by us, dispatched under courier/certificate of posting to your address, as well as an email sent by us to you shall be sufficient proof of the receipt by you and must completely and effectively discharge us.

For Discussion Purposes only

You hereby confirm, agree and acknowledge that, if booking of the said Flat is done through any agent/broker, then in that event we shall not be held liable and responsible for any misrepresentation, misleading or false information provided by such agent/broker. You further agree and confirm that we shall not be held liable and responsible for any internal arrangement arrived at by and between such agent/broker with yourself.

Please note that this allotment of the said Flat is subject to you executing/signing and submitting to us the duplicate copy of the duly signed Allotment Letter within [●] ([●]) days of the date hereof. If we do not receive the duly signed Allotment Letter from you within the timelines mentioned herein, then it shall be deemed that you have not accepted the allotment of the said Flat.

Signature

Name

(Promoter(s) / Authorized Signatory)

(Email Id.)

Date:

Place:

CONFIRMATION & ACKNOWLEDGEMENT

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

Signature _____

Name _____

(Allottee/s)

Date:

Place:

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, electrical fittings, mechanical equipment, finishing to entrance lobby, 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	

For Discussion Purposes only

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	

Promoter (s) / Authorized
Signatory

ANNEXURE – B

Other Charges

<i>Sr. No.</i>	<i>Particulars</i>	Amount (Rs.)
1.	Legal Charges	Rs _____/-
2.	Share Money, application entrance fee of the Society	Rs _____/-
3.	Towards water, electricity, and other utility and services connection charges	Rs _____/-
4.	Development Charges	Rs _____/-
6.	Advance payment of Maintenance and Outgoings payable to the Society for ____ months	Rs _____/-
6.	Advance payment of Property Tax for ____ months.	Rs _____/-

Stamp Duty, Registration, GST charges are over and above Consideration Amount