

06th May, 2024

Clause highlighted in yellow colour – deviations/ additions.

Clause highlighted in grey colour - deleted

ALLOTMENT LETTER

[●], 202[●]

To,
Mr./Mrs./Ms [●] (“Allottee/s”),
R/o [●]
(Address)
Telephone/ Mobile Number: [●]
Pan Card No.: [●]
Adhaar Card No.: [●]
Email ID: [●]

Sub: Request of the Allottee/s for allotment of flat in the project known as “Codename Younique”, having MahaRERA Registration no. [●] (“Project”).

Dear Sir/Madam,

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

- (i) In furtherance to the request of the Allottee/s as referred in the above subject, we have provisionally allotted a [●] BHK flat, bearing No. [●], situated in Wing ‘[●]’ on the [●] floor admeasuring RERA Carpet area [●] Sq.Mtrs., alongwith balcony area-1 admeasuring [●] Sq.Mtrs, (ii) balcony area-2 admeasuring [●] Sq.Mtrs and (iii) balcony area-3 admeasuring [●] Sq.Mtrs, in all totally admeasuring [●] Sq.Mtrs equivalent to [●] Sq. Ft., (“the Unit”), in the above referred Project, developed by Sheth Smarthomes LLP (“Promoter”), on land bearing CTS Nos. 458/A, admeasuring 6705.26 sq.mts or thereabouts, situated lying and being at Village Kurla, Taluka Kurla, Sion-Trombay Road, Chunabhatti (East), Mumbai – 400022, Mumbai Suburban District (“Property”), for a total consideration of Rs. [●] /- (Rupees [●] Only) (“Sale Price”).
- (ii) The Allottee/s have agreed to purchase the said Unit after having understood all details of the said Project explained to it by the Promoter and the Allottee/s have also taken inspection of all approved plans and permission and details of the development of the said Project including title documents of the said Project and

This is a specimen Allotment Letter and is subject to iterations based on specific terms and conditions that may be negotiated with each of the prospective purchasers of premises in the Project.

SHETH SMARTHOMES LLP

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UIN: ACB-2211

is satisfied with the title of the Promoter to undertake construction and redevelopment of the Property. The Allottee/s have been informed and disclosed to him/her/they/it in detail by the Promoter that the Promoter is entitled to vary/ amend/ alter/ modify the presently approved plans including increase of additional floors and the Allottee/s being aware of the same as disclosed herein, hereby agree/s and confirm/s not to have any monetary demand and/or dispute and/or objection in respect of the same at any time pursuant to the execution of this Allotment Letter.

2. **Allotment of car-parking space(s)/slot(s):**

(i) Further alongwith the said Unit, the Allottee/s has been provisionally allotted to use [●] ([●]) car parking space/slot in the Project, and the terms of such allotment shall be enumerated in the agreement for sale entered into between the Promoter and the Allottee/s.

(ii) The exact location and identification of such car parking space/s/slot/s in the Project will be finalized by the Promoter only upon completion of the Project in all respects.

3. **Receipt of Part Consideration:**

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 an amount of Rs. [●] /- (Rupees [●] Only) being 10 % (ten percent) of the total consideration value of the said unit as booking amount/ advance payment on [●], through [●] mode of payment.

4. **Disclosure of Information:**

The Promoter has made available to the Allottee/s the information with respect to the said Property and the Project \ and the Allottee/s hereby agree/s and confirm/s that he/she/they have inspected, perused, verified and satisfied himself/herself/themselves with the veracity of the information as mentioned below and have accordingly booked the said Unit:

- (i) The permissions, approvals, no-objections, sanctioned plans, layout plans, along with specifications, approved by the competent authority are displayed at the project site and have also been uploaded on the 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 MAHA-RERA is
<https://maharera.mahaonline.gov.in>

5. — Encumbrances: (This deletion is in consonance with the Certificate of No Encumbrance uploaded by the Promoter)

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.

Or

I/ we have created the following encumbrances/s attached with caveats as enumerated hereunder on the said Unit:

- a)
- b)
- c)

5. Further Payments:

- (i) Further installments of the Sale Price for the said Unit as agreed between the Promoter and the Allottee/s as well as of the car parking space/s/slot/s shall be made by the Allottee/s in the manner as is more particularly set out in the Booking Form and/or the Cost Sheet dated [●] duly executed by the Allottee/s (a copy of which is already handed with the Allottee/s which the Allottee/s hereby admits and acknowledges) ("Booking Form");
- (ii) Time for payment of the Sale Price and payment of other Additional Charges and Charges as mentioned herein and which will also be described and in the agreement for sale to be executed between the Promoter and the Allottee/s for the Unit are of the essence of the transaction as contemplated herein;
- (iii) If the Allottee/s default/s in payment of any of the installments of the Sale Price as mentioned herein and/or in the event the Allottee/s delays and/or

refuse/s to execute and register the agreement for sale for any reason whatsoever, beyond the timelines mentioned herein, in that event and without prejudice to the rights and remedies available to the Promoter under applicable law including the right to charge interest on a monthly basis at such Interest Rate, the Promoter will be entitled to terminate and cancel this Allotment Letter without any reference and/or recourse to the Allottee/s. Provided that, the Promoter shall give notice of 15 (fifteen) days in writing to the Allottee/s ("**Default Notice**"), by either Courier / E-mail / Registered Post A.D, at the address provided by the Allottee/s, of its intention to terminate and cancel this Allotment Letter by intimating the breach/es of the terms and conditions of this Allotment Letter by the Allottee/s. If the Allottee/s fail/s to rectify all the breach/es within the period of the Default Notice, the Promoter at the end of the Default Notice, is entitled to terminate and cancel this Allotment Letter by issuance of a written termination notice to the Allottee/s ("**Promoter Termination Notice**"), by either Courier / E-mail / Registered Post A.D. at the address provided by the Allottee/s and further the Promoter will be entitled to forfeit the amount in terms of the Table as mentioned in Clause No. 8 (i) hereinbelow alongwith brokerage fees incurred by the Promoter and the balance amount, if any, shall be refunded by the Promoter upon re-sale of the said Unit to any other party. Any TDS deductions or GST shall be refunded subject only upon the same being received by the Promoter from the concerned government /statutory authorities and only to the extent received.

- (iv) Upon the termination and cancellation of this Allotment Letter, the Allottee/s shall cease to have any right, title, interest and claim of any nature whatsoever on the Promoter and/or the said Unit and/or the car parking space/slot as mentioned in Clause No. 2 hereinabove and the Promoter shall be entitled to deal with and/or dispose off the said Unit and the car parking space/slot as mentioned in Clause No. 2 in the manner it may so desire.

6. Possession:

Possession details will be elaborated in the agreement for sale to be executed between the Promoter and the allottee/s and the project completion will be as mentioned on MAHA RERA website.

7. **Interest Payment:**

In case of delay and/or default in making payment of any the instalments of the Sale Price and/or the Additional Charges and Taxes, the Allottee/s will be liable to pay such interest/s at the Interest Rate for every month of delay in making payment of any the installments the Sale Price and/or the Additional Charges and Taxes. *For the purposes of this Allotment Letter, "Interest Rate" shall mean Interest Rate as mentioned in Rule 18 of the RERA Rules i.e. The rate of interest payable by the Allottee/s to the Promoter shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent. Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.*

8. **Cancellation of Allotment of Unit:**

(i) In case the Allottee/s desire to cancel this provisional Allotment Letter as per the timelines as mentioned in the Tabel hereunder, an amount mentioned in the Table hereunder would be deducted and the balance amount shall be refunded to the Allottee/s within 45 (forty-five) days from the Promoter receiving the letter of the Allottee/s requesting to cancel the said booking of the Unit.

Sr. No.	If the letter requesting to cancel the booking is received	Amount to be deducted
1.	Within 15 (fifteen) days from issuance of the Booking Form of the Unit;	1% (one percent) of the Sale Price of the Unit;
2.	Within 15 (fifteen) to 30 (thirty) days from issuance of the Booking Form of the Unit;	1.5% of the Sale Price of the said Unit;
3.	After expiry of 30 (thirty) days from issuance of the Booking Form of the Unit.	2% (two percent) of the Sale Price of the Unit.

9. Other payments:

In furtherance to the transaction contemplated herein, for allotment of the said Unit to the Allottee/s, in addition to the Sale Price, the Allottee/s shall on a demand being made by the Promoter and without any delay, demur or default, be solely liable and responsible to bear and pay stamp duty, registration fee/s and also various charge/s and/or deposits as may be communicated to the Allottee/s from time to time and which will also be recorded in the agreement for sale to be executed between the Promoter and the Allottee/s including but not limited to respect of sub-vention scheme, allotment of car parking, development charges, gymnasium, club house charges and on possession charges including advance society maintenance, pass through charges, corpus deposits, amenities and facilities charges and/or or third party purchaser including transfer charges, all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including Good and Services Tax ("GST"), Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions levied and/or to be levied by the Central Government and/or the State Government and/or any local, public or statutory authority/ies/body/ies and facility/ies as per the applicable laws, notifications, regulations as may be passed by the concerned authorities from time to time ("Additional Charges and Taxes"). Such Additional Charges and Taxes including any other charges and taxes as per the discretion of the Promoter will be recorded in the agreement for sale to be executed between the Promoter and the Allottee/s.

10. 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.

10. Execution and Registration of the Agreement For Sale :

- (i) With respect to the said Unit, the Allottee/s shall execute the agreement for sale and appear for registration of the same before the concerned Office of the Sub-Registrar of Assurances at Mumbai within such period as may be communicated

- to the Allottee/s by the Promoter in writing. The said period as communicated by the Promoter can be further extended by the Promoter by informing the Allottee/s in writing and the same shall be binding upon the Allottee/s;
- (ii) If the Allottee/s fail/s to execute the agreement for sale and appear for registration of the same before the concerned party Office of the Sub-Registrar of Assurances at Mumbai within such period as may be communicated to the Allottee/s by the Promoter in writing, the Promoter shall be entitled to exercise its rights as are mentioned in Clause No. 5 (iii) above and further the Promoter will be entitled to forfeit the amount in terms of the Table as mentioned in Clause No. 8 (i) hereinabove alongwith brokerage fees incurred by the Promoter and the balance amount, if any, shall be refunded by the Promoter upon re-sale of the said Unit to any other party. Any TDS deductions or GST shall be refunded subject only upon the same being received by the Promoter from the concerned government /statutory authorities and only to the extent received;

11. Validity of Allotment Letter:

This is a provisional Allotment Letter is merely a confirmation for intention of allotment of the said Unit and car parking space in favour of the Allottee/s and is neither an agreement for sale nor transfer of the said Unit and the car parking space/slot in favor of the Allottee/s. Cancellation of allotment of the said Unit after the registration of the agreement for sale thereafter, shall be covered by the terms and conditions of the said registered document. This writing and provisional allotment of the Unit is non-transferable and non-assignable by the Allottee/s under any circumstances. The agreement for sale to be executed between the Promoter and the Allottee/s for the said Unit and the car parking space/slot shall fully supersede and replace any previous writing/s including this Allotment Letter executed between the Promoter and the Allottee/s for the said Unit and the car parking space/slot.

12. Headings:

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

Sheth Smarthomes LLP

LLP No: [●]

Sincerely,

Signature: [●]

Name: [●]

(Promoters /Authorized Signatory)

Email Id: [●]

Date: [●], 2024

Place: Mumbai



CONFIRMATION & ACKNOWLEDEMENT

I/We [●], have read and understood the contents of this Allotment Letter. I/We [●] hereby agree and accept the terms and conditions as stipulated in this Allotment Letter.

Signature: [●]

Name: [●]

(Allottee/s)

Date: [●], 2024

Place: 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.	Podium (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,	[●]

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	finishing to entrance lobby/s plinth protection, paving of areas appurtenant to building/wing, compound wall and other requirements as may be required to complete the said Project as per specifications in the agreement for sale, any other activities.	
12.	Internal roads & 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 & disposal	[•]
18.	Water conservation /rainwater harvesting	[•]
19.	Electrical meter room, sub-station, receiving station	[•]
20.	Other	[•]

Promoter's Authorised Signatory

[•]  