Mahindra Lifespace Developers Ltd.
Mahindra Towers, 5th Floor,
Dr. G. M, Bhosale Marg, Worli,
Mumbai - 400018, India
Tel: +91 22 6747 8600
www.mahindralifespaces.com
CIN : L45200MH1999PLC118949

Deviation Report of Allotment Letter dated 06th June 2024
for Mahindra Happinest Kalyan- 2 Project B

No.: _____ Date: _____

To
Mr./ Mrs./ Ms. _____
R/o. _____
Address _____
_____
Contact no.: _____
PAN no.: _____
Aadhar no.: _____
Email ID.: _____

Subject: Your request for allotment of apartment in the Project known as **Mahindra Happinest Kalyan - 2 Project B**, situate on a portion of land bearing Survey No. 32A of Village Ranjnoli, Taluka Bhiwandi, District Thane, Maharashtra- 421 311, having MahaRERA registration no.:_____.

Reference: Booking Form no. _____dated _____.

Sir/ Madam,

1. **Allotment of the said Apartment**:
This has reference to your request referred to at the above subject. In that regard, we have the pleasure to inform you that you have been allotted a _____BHK apartment, bearing no. _____, admeasuring RERA Carpet Area _____ square metres equivalent to _____ square feet, situated on _____floor in Tower _____, in the Project known as "**Mahindra Happinest Kalyan - 2 Project B**", having MahaRERA Registration no. _____, hereinafter referred to as "**the said Apartment**", being developed on a portion of the land bearing Survey No. 32A of Village Ranjnoli, Taluka Bhiwandi, District Thane, Maharashtra- 421 311 and, for Sale Consideration of Rs. _____/- (Rupees _____only), exclusive of taxes, stamp duty and registration charges and Additional Outgoings as specified in the Booking Form.

2. **Allotment of garage/ covered parking spaces(s)**:
Further, we have the pleasure to inform you that you have been allotted along with the said Apartment, _____ covered car parking space(s) on the terms and conditions as shall be enumerated in the Agreement for Sale to be executed between ourselves and yourselves. The details of_____covered car parking spaces(s) are as following:

Number of Parking	Type	Level	Parking Space	Admeasuring (sq. ft.)	Length (ft)	Breadth (ft)	Vertical clearance (ft)

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			bearing no.				

OR

Allotment of open car parking:
Further, we have the pleasure to inform you that you have been allotted _____ open car parking(s), without any consideration and on the terms and conditions as shall be enumerated in the Agreement for Sale to be executed between ourselves and yourselves. The details of the_____open car parking(s) are as follows:

Number of Parking	**Type**	**Parking Space bearing no.**	**Admeasuring (sq. ft.)**	**Length (ft)**	**Breadth (ft)**

3. **Receipt of part consideration**:
We confirm to have received from you the amount of Rs. _____/- (Rupees _____ only), being _____% of the Sale Consideration of the said Apartment as booking amount/ advance payment in the following manner:

Date	**Cheque/ RTGS/ Pay Order**	**Amount Received (Rs.)**

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 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 hereto, and
(iii) The website address of MahaRERA is http://maharera.mahaonline.gov.in/#.

5. **Encumbrances**:
We hereby confirm that the said Apartment is free from all encumbrances, and we hereby further confirm that no encumbrances shall be created on the said Apartment.

6. **Further payments**:
Further payments towards the Sale Consideration of the said Apartment and the Additional Outgoings 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 above referred Booking Form and Agreement for Sale to be entered into between ourselves and yourselves.

7. **Possession**:

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The said Apartment with the covered car parking spaces/ open parking space will be handed over to you on or before 31st December 2028 subject to the payment of Sale Consideration and the Additional Outgoings 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 will be liable to pay interest at the rate which shall be the State Bank of India Highest Marginal Cost of Lending 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 any 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 Apartment
3.	Within 31 to 60 days from issuance of the allotment letter	1.5% of the cost of the said Apartment
4.	After 61 days from issuance of the allotment letter	2% of the cost of the said Apartment

(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 will 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 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 of the mandate as stated in Clause 12.

12. **Execution and registration of the Agreement for Sale:**

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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.

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, 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 withing 15 (fifteen) days, which if not complied with, we will be entitled to forfeit an amount not exceeding 2% of the Sale Consideration and the balance amount if any due and payable will 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 in Clause 12ii) above is not refunded within 45 days from the date of expiry of the notice period, you will be entitled to receive the balance amount with interest calculated at the rate which will be the State Bank of India Highest Marginal Cost of Lending Rate plus two percent.

13. **Validity of Allotment Letter:**
This Allotment Letter will 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 Apartment thereafter, will 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.

Regards

_____
Name: _____
(Authorised Signatory)
(Email ID. _____)
Date: _____
Place:_____

CONFIRMATION AND ACKNOWLEDGMENT

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

Signature _____
Name _____
(Allottee/s)

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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 Apartment	
9.	Staircase, lift 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, fire-fighting 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 the Project as per specifications in the Agreement for Sale, any other activities	
12.	Internal roads and 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 and disposal	
18.	Water conservation/ rainwater harvesting	
19.	Electrical meter room, sub-station, receiving station	
20.	Others	

For Mahindra Lifespace Developers Limite

Sachin

Mr. Sachin Jagdale
(Authorized Signatory)