ON THE LETTERHEAD OF M/s. TULSIANI SUMER ASSOCIATES

PROVISIONAL ALLOTMENT LETTER

Date: _____, 2022

To,

_____

_____

_____

(Name of the Allottee/s)

Sub: Provisional Allotment of a **"Bare Shell – Raw"** commercial premises **("the said Premises")** together with provisional right to exclusive use of [●] car parking space (**"the said Car Parking space"**) in the in the Project known as "**MINT**" (referred to as Commercial Building No. 3, Wing- A as per the said Sanctioned Layout Plans) consisting of two basement + stilt + attached Podium connecting to Windfall Building + 10 upper floors, to be constructed on all those pieces or parcels of land admeasuring 5,756.35 square meters forming part of CTS No. 179A/1 of Village Mulgaon and CTS No. 230A/1A of Village Kondivita admeasuring in aggregate 27,914 Square meters in the Registration District and Sub-District of Mumbai Suburban, within Greater Bombay lying, being and situate at J. B. Nagar, Andheri (East), Mumbai 400 059 ("**the said Project Land**") forming part of all those pieces or parcels of land aggregately admeasuring 40,043.90 square meters bearing CTS Nos.179A/1, 179A/2, 179B, 179C, 179E, 179F and 179G of Mulgaon Village and admeasuring 14,770.20 sq. mtrs. and plots bearing CTS No. 238B, 230A/1A, 230A/1B, 230A/1C of Village Kondivita admeasuring 25,273.70 in the Registration District and Sub-District of Mumbai Suburban, within Greater Bombay, together with the structures standing thereon, lying, being and situate at J.B.Nagar, Andheri (East), Mumbai 400 059 ("**the said Property**")

bearing CTS Nos. 179A/1 (part) of Village Mulgaon and CTS 230A/1A (part) of Village Kondivita in the Registration District and Sub-District of Mumbai Suburban, within Greater Bombay lying, being and situate at J.B.Nagar, Andheri (East), Mumbai 400 059 ("**the said Project Land**") forming part of all those pieces or parcels of land aggregately admeasuring 40,043.90 square meters bearing CTS Nos.179A/1, 179A/2, 179B, 179C, 179E, 179F and 179G of Mulgaon Village admeasuring 14,770.20 square meters and plots bearing CTS No. 238B, 230A/1A, 230A/1B, 230A/1C of Village Kondivita admeasuring 25,273.70 square meters in the Registration District and Sub-District of Mumbai Suburban, within Greater Bombay, together with the structures standing thereon, lying, being and situate at J.B.Nagar, Andheri (East), Mumbai 400 059 ("**the said Property**") having MahaRERA Registration No. _____.

Dear Sir/Madam,

1. Allotment of the said Premises:

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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 **"Bare Shell – Raw"** commercial premises on the [●] floor, admeasuring RERA Carpet area _____ sq. mtrs. equivalent to _____ sq. ft. situated on _____ floor in Building in the Project known as "**MINT**" (referred to as Commercial Building No. 3, Wing- A as per the said Sanctioned Layout Plans) consisting of two basement + stilt + attached Podium connecting to Windfall Building + 10 upper floors (hereinafter referred to as "**the Building**"), having MahaRERA Registration No._____, hereinafter referred to as "**the said Premises**", being developed on all that piece and parcel of land or ground bearing Survey No. 179A/1 of Village Mulgaon and Survey No. 230A/1A of Village Kondivita admeasuring 5,756.35sq. mtrs. or thereabouts and situate at Mathuradas Vasanji Road, J. B. Nagar, Andheri (East), Mumbai 400 059 for a total consideration of Rs._____ (Rupees _____ only) exclusive of GST, stamp duty and registration charges.

2. Allotment of covered parking space(s):

Further we have the pleasure to inform you that you have been allotted along with the said Premises, car parking space(s) at _____ level basement/podium/stack 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.

OR

Allotment of open car parking:

Further I/we have the pleasure to inform you that you have been allotted an open car parking bearing No._____ without consideration.

3. Receipt of part consideration:

We confirm to have received from you an amount of Rs._____ (Rupees _____ only), (this amount shall not be more that 10% of the cost of the said Premises) being _____ % of the total consideration value of the said Premises as booking amount/advance payment on ___*dd/mm/yyyy* ____, through _____*mode of payment*____.

OR

3. Receipt of part consideration:

A. 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 total consideration value of the said Premises as booking amount/advance payment on ___*dd/mm/yyyy* ____, 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 _____*dd/mm/yyyy* ____.

b) Rs. _____ (Rupees _____ only) on or before _____*dd/mm/yyyy* ____.

c) Rs. _____ (Rupees _____ only) on or before _____*dd/mm/yyyy* ____.

d) Rs._____ (Rupees _____ only) on or before _____*dd/mm/yyyy* ____.

Note: The total amount accepted under this clause shall not be more than 10% of the cost of the said Premises.

B. 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 including but not limited to Amended Plan Approval letter bearing No. CE/8644/WS/AK/337/2/amend dated 30th May, 2023 for construction of Building on the said Property ("**IOD**") and Commencement Certificate ("**CC**") dated [●] bearing reference No. [●] for commencement of full work as per approved plans dated 30th

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May,2023 i.e. for construction of one composite commercial building consisting of two basement + stilt + attached Podium connecting to Windfall Building + 10 upper floors.

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://maharea.mahaonline.gov.in/#

5. Encumbrances:

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

6. Further payment:

Further payments towards the consideration of the said Premises as well as of 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.

7. Possession:

The said Premises along with the covered/open car parking space(s) shall be handed over to you on or before _____ subject to the payment of the consideration amount of the said Premises 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 (2) 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

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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 Premises;
3.	within 31 to 60 days from issuance of the allotment letter;	1.5% of the cost of the said Premises;
4.	after 61 days from issuance of the allotment letter.	2% of the cost of the said Premises.

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

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 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.

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.

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**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 9 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 Premises 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 vent 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. <u>Validity of allotment letter:</u>

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 Premises thereafter, shall be covered by the terms and conditions of the said registered document.

14. <u>Headings:</u>

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

<u>SCHEDULE</u>

(description of the said Premises)

"Bare Shell – Raw" commercial premises on ____ floor, admeasuring approximately _____ square metres carpet area as per the definition of the term "***carpet area***" under Section 2 (k) of RERA) in the Building and the Project both known as "Mint" (referred to as Commercial Building No. 3, Wing- A as per the said Sanctioned Layout Plans) under construction on the said Property hereinabove written.

It is clarified that the carpet area as defined hereinabove is computed in accordance with the provisions of Section 2 (k) of RERA and as per the RERA Rules (viz. the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but including the area covered by the internal partition walls of the said Premises).

Signature: _____

Name: _____

(Promoter(s)/Authorized Signatory)

(Email Id)

Date: _____

Place: _____

CONFIRMATION & ACKNOWLEDGMENT

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: _____

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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, doors and windows	
8.	Electrical and water supply fittings within the said Premises	
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/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 for sale, any other activities.	
12.	Internal roads and 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.	
20	Others	

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