

ALLOTMENT LETTER

[●], 2023

- [●] (name)
- [●] (address)
- [●] Telephone/Mobile number
- [●] PAN Card No
- [●] Aadhar Card No
- [●] Email ID

Sub: Your request for allotment of premises in the project known as “Elysian Tower C, D, E” bearing MahaRERA Registration No. [●], being constructed on a portion of land admeasuring approximately 5425 square meters bearing CTS No. 95/4/B/4 and 95/4/B/2 of Village Dindoshi Goregaon (E), in P/South Ward, situated in the Registration Sub-District and District of Mumbai City and Mumbai Suburban, forming part of a larger layout of lands admeasuring approximately 2,09,076.40 square meters bearing CTS Nos. 95/4/B/1, 95/4/B/2, 95/4/B/3 and 95/4/B/4 of Village Dindoshi and CTS No. 590/A/A/1 of Village Pahadi Goregaon (East), situated in the Registration District and Sub-District of Mumbai City and Mumbai Suburban (“Larger Property”).

Sir/Madam,

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

This has reference to your request referred to in the above-mentioned subject. In that regard, we have the pleasure to inform that you have been allotted the premises (“**said Premises**”) and in the tower more particularly mentioned in the **First Schedule** hereunder written (hereinafter referred to as “**the said Tower**”) along with certain common areas and facilities appurtenant to the said Premises (“**Limited Areas and Facilities**”) which are more particularly described in the **First Schedule** hereunder written in the project known as ‘**Elysian Tower C, D, E**’, having MahaRERA Registration No. [●] (“**Real Estate Project**”), for the price as mentioned in the **First Schedule** hereunder written (“**Sale Price**”), and subject also to the terms, conditions and covenants contained in the proforma of the Agreement for Sale (“**Agreement**”) as submitted to the Maharashtra Real Estate Regulatory Authority (“**Authority**”) as part of our application with the Authority.

In addition to the Sale Price, you shall also bear and pay stamp duty and registration charges and taxes consisting of tax paid or payable by way of GST, Service Tax, Value Added Tax and all levies, duties and cesses or any other indirect taxes which may be levied, in connection with the construction of and carrying out the Real Estate Project and/or with respect to the said Premises and/or this letter of allotment (“**Allotment Letter**”) and/or the Agreement. It is

clarified that all such taxes, levies, duties, cesses (whether applicable/payable now or which may become applicable/payable in future) including GST, Service Tax, Value Added Tax and all other indirect and direct taxes, duties and impositions applicable levied by the Central Government and/or the State Government and/or any local, public or statutory authorities/bodies on any amount payable under this Allotment Letter and/or the Agreement and/or on the transaction contemplated herein and/or in relation to the said Premises, shall be borne and paid by the you alone and we shall not be liable to bear or pay the same or any part thereof. On a demand being made by us upon you, you shall pay the same to us without any delay, demur or default.

2. **Allotment of car parking space/s:**

Further we have the pleasure to inform you that, we shall provide to you without charging or levying any price or compensation or consideration or fee of any nature, permission to park your own vehicle and also for parking your guests/visitors' vehicle and for no other purpose whatsoever, in the car parking space/s as a common area and more particularly mentioned in the **First Schedule** hereunder written. The exact location and identification of such car parking space/s in the basements/podium/stilt will be finalized by us only upon completion of the Real Estate Project in all respects.

3. **Receipt of part consideration:**

We confirm to have received from you an amount, being 10% of the Sale Price of the said Premises as booking amount ("**Booking Amount**"), the details whereof are more particularly mentioned in the **First Schedule** hereunder written. You have expressly agreed that you will pay a sum equivalent to 20% of the Sale Price as earnest money (hereinafter referred to as "**Earnest Money**") to us.

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 Real Estate Project site and have also been uploaded on MahaRERA website.
- ii) The stage wise time schedule of completion of the said Tower of the Real Estate Project, including the provisions for civic infrastructure like water, sanitation and electricity is as stated in Annexure – A attached hereto.
- iii) The website address of MahaRERA is <https://maharera.mahaonline.gov.in>.

You confirm that you have examined all documents and information uploaded by us on the website of the Authority at <https://maharera.mahaonline.gov.in> under the project name "**ELYSIAN TOWER C, D, E**" and have read and understood the Agreement, the documents and information in all respects and

further you agree to the terms, conditions and covenants as contained in the Agreement uploaded by us as part of registration with the Authority.

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 by us on the said Premises.

6. **Further payments:**

Further payments towards the consideration of the said Premises 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 **Second Schedule** hereunder written.

7. **Possession:**

We shall endeavor to complete the construction of the said Premises and obtain the occupation certificate from Municipal Corporation of Greater Mumbai (“MCGM”) for the said Premises and hand over to you the said Premises on or before the Completion Date as mentioned in the **First Schedule** hereunder written, subject to payment of the Sale Price as well as payment of such amounts as more particularly mentioned in the **Third Schedule** and **Fourth Schedule** hereunder written, and in the manner and as per the terms and conditions more specifically enumerated / stated in the Agreement to be entered into between ourselves and yourselves. We shall be entitled to extension of time for handing over delivery of the said Premises on the Completion Date, if the completion of the said Tower is delayed on account of occurrence of events of force majeure or any circumstances or events beyond our reasonable control.

8. **Interest payment:**

In the event you do not make payment of any instalment of the Sale Price (prior to execution and registration of the Agreement), then you shall be liable to pay interest at the rate which shall be the prevailing State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon for every month of delay in making payment of the Sale Price/parts thereof (“**the Interest Rate**”).

9. **Cancellation of allotment:**

Notwithstanding what is mentioned in Clause 8 above, in the event you do not make payment of any instalment of the Sale Price (prior to execution and registration of the Agreement), we shall be entitled to at our own option and discretion, terminate this Allotment Letter, without any reference or recourse to you. Provided that, we shall give notice of 15 (fifteen) days in writing to the you (“**Default Notice**”), by Courier / E-mail / Registered Post A.D. at the address provided by you, of our intention to terminate this Allotment Letter with detail/s of the specific breach or breaches of terms and conditions in respect of which we

intended to terminate the Allotment Letter. If you fail to rectify the breach or breaches mentioned by us within the period of the Default Notice, including making full and final payment of any outstanding dues together with the Interest Rate thereon, then at the end of the Default Notice, we shall be entitled to terminate this Allotment Letter by issuance of a written notice to you (“**Termination Notice**”), by Courier / E-mail / Registered Post A.D. at the address provided by you. On the receipt of the Termination Notice by you, this Allotment Letter shall stand terminated and cancelled. On the termination and cancellation of this Allotment Letter in the manner as stated in this sub-clause, we shall be entitled to forfeit the entire Earnest Money as and by way of agreed genuine pre-estimate of liquidated damages which the parties agree are not in the nature of penalty. Upon the termination of this Allotment Letter, you shall have no claim of any nature whatsoever against us and/or the said Premises and we shall be entitled to deal with and/or dispose off the said Premises in the manner we deem fit and proper.

10. **Cancellation of allotment desired by you:**

- 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 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 by us from you	Amount to be deducted
1.	within 15 days from issuance of this Allotment Letter	Nil;
2.	within 16 to 30 days from issuance of this Allotment Letter	1% of the cost of the said Premises;
3.	within 31 to 60 days from issuance of this Allotment Letter	1.5% of the cost of the said Premises;
4.	after 61 days from issuance of this Allotment Letter	2% of the cost of the said Premises.

- ii) In the event the amount due and payable referred in Clause 10 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.

11. **Other payments:**

You shall make payment of GST and all other direct and indirect taxes in terms of Clause 1 hereinabove, stamp duty and registration charges, as applicable and such other payments as detailed in the **Third** and **Fourth Schedule** hereunder written and in the Agreement, the proforma whereof is enclosed herewith in terms of Clause 12 hereunder written.

12. **Proforma of the Agreement and binding effect:**

The proforma of the Agreement to be entered into between us is enclosed herewith for your ready reference. Forwarding the proforma of the Agreement does not create a binding obligation on the part of ourselves and yourselves until compliance by yourselves of the mandate as stated in Clause 13.

13. **Execution and registration of the Agreement:**

- i) You shall execute the Agreement and appear for registration of the same before the concerned sub-registrar within a period of 2 (two) months from the date of issuance of this Allotment Letter.
- ii) If you fail to execute the Agreement and appear for registration of the same before the concerned sub-registrar within the stipulated period of 2 (two) months from the date of issuance of this Allotment Letter, we shall be entitled to serve upon you a notice calling upon you to execute the Agreement 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 Sale Price of the said Premises and the balance amount if any due and payable shall be refunded without interest within 45 (forty-five) days from the date of expiry of the notice period.
- iii) In the event the balance amount due and payable referred in Clause 13 ii) above is not refunded within 45 (forty-five) 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.
- iv) You hereby irrevocably indemnify and shall at all times keep us and our officials indemnified, saved and harmless from and against all actions, including but not limited from the regulators/statutory authorities, claims, losses, damages, costs, liabilities, charges and expenses incurred, suffered or paid by us or required to be incurred, suffered or paid by us and against all demands, actions, suits or proceedings made, filed or instituted against us in connection with or arising out of or relating to the non-execution and/or non-registration of the Agreement by us.

14. **Validity of the Allotment Letter:**

This Allotment Letter shall not be construed to limit your rights and interest upon execution and registration of the Agreement between us. Cancellation of allotment of the said Premises, thereafter, shall be covered by the terms and conditions of the Agreement.

15. **Other terms:**

- i) 15 (fifteen) days from the date of receipt of the Occupation Certificate from the MCGM with respect to the said Premises, you shall be liable to bear and pay your proportionate share i.e. in proportion to the carpet area of the said Premises, of outgoings in respect of the Real Estate Project and the Larger Property including inter-alia, club house membership fee, development charges, electricity, gas connection, water meter charges, legal charges, society formation charges, share application charges, corpus fund, local taxes including property taxes, betterment charges, other indirect taxes of every nature, or such other levies by the MCGM or other concerned local authority and/or Government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the Real Estate Project and/or the Larger Property. Until the society is formed and the society conveyance is duly executed and registered, you shall pay to us such proportionate share of outgoings as may be determined by us at our sole discretion. You further agree that till your share is so determined by us at our sole discretion, you shall pay to us provisional monthly contribution as mentioned in the **Fourth Schedule** hereunder written. It is further clarified and agreed that you shall be liable to bear and pay such monthly contribution/maintenance charges from the date(s) as may be specified in the Agreement irrespective of whether or not you have taken possession of the said Premises.
- ii) You agree and confirm that in the event you enter into any loan/financing arrangement with any bank/financial institution as envisaged in the Agreement, such bank/financial institution shall be required to disburse/pay all such amounts due and payable to us as per the payment schedule set out in the **Second Schedule** hereunder written. If such bank/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as due and payable to us on the respective due dates in the manner detailed herein, then you agree and undertake to pay such amounts to us in the manner detailed in the **Second Schedule** hereunder written, otherwise, the same shall be construed as a default on your part and we shall be entitled to exercise the provisions of Clause 8 hereinabove.

16. **Headings:**

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

For Oberoi Realty Limited

Authorised Signatory/ies

Name:

Email ID:

Date:

Place:

CONFIRMATION AND ACKNOWLEDGEMENT

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

Signature:

Name:

(Allottee/s)

Email ID:

Date:

Place:

THE FIRST SCHEDULE ABOVE REFERRED TO

(Meaning of certain terms and expressions)

Sr. No.	Terms and Expressions	Meaning
1.	Said Premises	Flat No. [●] on the [●] floor of the said Tower.
2.	Said Tower	[●]
3.	Carpet area of the said Premises as per RERA	[●]
4.	Sale Price	Rs. [●]/- (Rupees [●] Only)
	(i) Sale Price towards the carpet area of the said Premises	Rs. [●]/- (Rupees [●] Only)
	(ii) Proportionate Sale Price towards the Limited Areas and Facilities	Rs. [●]/- (Rupees [●] Only)
5.	Booking Amount and details of payment thereof	[●]
6.	Car parking space/s	Permission to park in [●] ([●]) car parking space/s.
7.	Date of commencement of maintenance including property taxes	[●]
8.	Limited Areas and Facilities	[●]
9.	Completion Date of the said Tower	[●]

THE SECOND SCHEDULE ABOVE REFERRED TO
(Schedule of Payment of the Sale Price as payable by you)

Sr. No.	Milestone	Percentage	Amount	
1.	At the time of Booking (being 50% of the Earnest Money)	10%	[●]	
2.	To be paid on or before [●] upon execution and registration of the Agreement (Including balance 50% of the Earnest Money)	20%	[●]	
3.	On Completion of Plinth	15%	[●]	
4.	Proportionate [●] instalments upon casting of relevant slabs.	25%	[●]	
	Out of which [●] relevant slabs have been casted and the relevant amount of Rs. [●] towards the Sale Price is payable as below			
	Particulars			Amount
	To be paid on or before <Date>	[●]		
	To be paid on or before <Date> along with any further milestones raised till then	[●]		
5.	Completion of the walls, internal plaster, floorings, doors and windows of the said Premises	5%	[●]	
6.	Completion of the staircases, lift wells, lobbies up to the floor level of the said Premises	5%	[●]	
7.	Completion of External Plumbing, External Plaster, elevation, terraces with water proofing of the said Tower	5%	[●]	
8.	Completion of the lifts, water pumps, of the said Tower	5%	[●]	
9.	Completion of electrical fittings, electro, mechanical and environment requirements,	5%	[●]	

	entrance lobby/s, paving of the areas appertain of the said Tower		
10.	At the time of handing over of the possession of the said Premises to you on/after receipt of the Occupation Certificate or Completion Certificate with respect to the said Premises and after completion/installation of the door to the said Premises and installation of sanitary fittings in the said Premises	Balance amount	[●]

THE THIRD SCHEDULE ABOVE REFERRED TO

(being the amounts to be paid by you in accordance with this Allotment Letter)

Sr. No	Particulars	Amount
1.	Charges towards formation and registration of the Society along with applicable taxes	[●]
2.	Deposit towards water, electricity, gas and other utility and services connection charges	To be paid to the utility supplier at actuals
3.	One-time non-refundable membership fee with respect to the club house forming part of the Real Estate Project (taxes to be paid separately by me/us at applicable rates)	[●]
4.	All legal costs, charges and expenses (taxes to be paid separately by me/us at applicable rates)	[●]
5.	Development charges and Infrastructure charges (taxes to be paid separately me/us at applicable rates)	[●]

THE FOURTH SCHEDULE ABOVE REFERRED TO

(being the amounts to be paid by you in accordance with this Allotment Letter)

Sr. No	Particulars	Amount
1.	Share application money of the Society	[●]
2.	Corpus fund contribution	[●]
3.	Proportionate share of taxes and other charges/levies in respect of the Society** (taxes to be paid separately by me/us at applicable rates)	[●]

4.	Deposit towards provisional monthly contribution towards outgoings of the Society (taxes to be paid separately by me/us at applicable rates)	
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***In case of any taxes and other charges/levies are directly billed/invoiced to the Allottee/s, the Allottee/s shall be liable to pay the same directly to the concerned authority/ies.*

Annexure A

Stage wise time schedule of completion* with respect to the said Tower of the Real Estate 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 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 the said Tower as per specifications in the Agreement, 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/rain-water harvesting	[●]
19.	Electrical meter room, sub-station, receiving station.	[●]
20.	Others	[●]

**The above timelines are estimated and tentative, which may change due to approvals/permissions as may be received and/or other factors from time to time. However, we shall endeavor to achieve and complete the construction of the project as per timelines given on RERA website.*