

ANNEXURE '1'
MODEL FORM OF ALLOTMENT LETTER

Date:

To,
Mr/Mrs./Ms.....
R/ o (Address)
Telephone/ Mobile number.....
PAN:
Aadhar Card No.:
Email ID:

Sub: Your request for allotment of flat /commercial premises/shops/offices/units/plot in the project known as "SIYARA HEIGHTS" (41/11, 42/1/A, 42/1/B/2, 55/3 -PLOT, BUILDING TYPE "B-3" AS DEFINED IN THE SANCTION PLAN APPROVED BY KDMC) having MahaRERA Registration No _____.

Sir/ Madam,

ALLOTMENT OF THE SAID FLAT/COMMERCIAL PREMISES/SHOPS/OFFICES/UNITS:

This has reference to your request referred at the above subject. In that regard, I/we have the pleasure to inform that you have been allotted a _____ BHK flat/commercial premises/shops/offices/units bearing No. _____ admeasuring RERA Carpet area _____ Sq. Mtrs equivalent to sq. ft. situated on _____ floor in the project known as "SIYARA HEIGHTS " (41/11,42/1/A,42/1/B/2,55/3-PLOT, BUILDING TYPE "B-3" AS DEFINED IN THE SANCTION PLAN APPROVED BY KDMC) having MahaRERA Registration No _____ hereinafter referred to as "the said flat/commercial premises/shops/offices/units", being developed on land bearing at Survey No. 41/11, 42/1/B/2, 42/1/A and 55/3 , and being at Village Gauripada Taluka Kalyan, Dist. Thane – 421301 admeasuring 7530 Sq. Mtrs out of which 3910 Sq. Mtrs will be known as **SIYARA HEIGHTS** for a total consideration of Rs. _____/- (Rupees _____ only) exclusive of GST, stamp duty and registration charges.

ALLOTMENT OF PARKING SPACE(S):

- i) Further I/ we have the pleasure to inform you that you have been allotted along with the said unit, _____ No(s) of garage/covered/stack car parking at _____ level basement/podium/slitr car parking bearing No(s) _____ admeasuring _____ Sq. Ft having _____ ft. length x _____ ft. breadth x _____ ft. vertical clearance on the terms & conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

OR

ii) Further I/we have the pleasure to inform you that you have been allotted an open car parking bearing No(s) _____ having _____ ft. length x _____ ft. breadth with/without consideration.

RECEIPT OF PART CONSIDERATION:

I/ we confirm to have received from you an amount of Rs. _____/- (Rupees _____ Only), (this amount shall not be more than 10% of the cost of the said flat/commercial premises/shops/offices/units) being _____ % of the total Oconsideration value of the said flat/commercial premises/shops/offices/units as booking amount/ advance payment on _____ (dd/mm/yyy), through mode of payment.

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/>

ENCUMBRANCES:

We hereby confirm that the said flat/commercial premises/shops/offices/units is free from all encumbrances and I/we hereby further confirm that no encumbrances shall be created on the said flat/commercial premises/shops/offices/units.

FURTHER PAYMENTS:

Further payments towards the consideration of the said flat/commercial premises/shops/offices/units 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.

POSSESSION:

The said flat/commercial premises/shops/offices/units 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/commercial premises/shops/offices/units 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.

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 two percent.

CANCELLATION OF ALLOTMENT:

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.

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/commercial premises/shops/offices/units;
3. within 31 to 60 days from issuance of the allotment letter; 1.5% of the cost of the said flat/commercial premises/shops/offices/units;
4. after 61 days from issuance of the allotment letter. 2% of the cost of the said flat/commercial premises/shops/offices/units.

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

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.

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.

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 126.

EXECUTION AND REGISTRATION OF THE AGREEMENT FOR SALE:

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.

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, I/ 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, I/ we shall be entitled

to cancel this allotment letter and further I /we shall be entitled to forfeit an amount not exceeding 2% of the cost of the said flat/commercial premises/shops/offices/units 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.

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.

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/commercial premises/shops/offices/units thereafter, shall be covered by the terms and conditions of the said registered document.

HEADINGS:

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

For M/s. Shakti Realty

Mr. Kapil Patel or Mr. Janak Patel

Partner

Place: Kalyan

Date:

CONFIRMATION & ACKNOWLEDGEMENT

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:

Annexure-A

Stage wise time schedule of completion of the projects

Sr No.	Stages	Date of Completion
1	Excavation	
2	Basements	NA
3	Podiums	NA
4	Plinth	
5	Stilt	
6	Slabs of super structure	
7	Internal walls, Internal plaster, completion of floorings, doors & windows	
8	Sanitary electrical and water supply fittings within the said flat/commercial premises/shops/offices/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/s, plinth protection, paving of area 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	
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	Other	

DRAFT

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