

No. \_\_\_\_\_

Date: \_\_\_\_\_

To,  
Mr. / Mrs. / Ms. \_\_\_\_\_

Telephone / Mobile number: \_\_\_\_\_  
Pan Card No.: \_\_\_\_\_  
Aadhar Card No.: \_\_\_\_\_  
Email ID: \_\_\_\_\_

Sir/Madam

**Sub:** Your request for allotment of residential premises in the Real Estate Project Known as [●] having MahaRERA Registration No. [●]

**1. ALLOTMENT OF THE SAID UNIT:**

- 1.1 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 residential premises bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters RERA carpet area equivalent to \_\_\_\_\_ square feet RERA carpet area ("the said Unit") situated on \_\_\_\_\_ floor in building known as "Isle of Calm" having MahaRERA Registration No. [●] ("the said Building"), being developed on lands bearing CTS No. 27C(pt), CTS No. 27D(pt), CTS No.28/1 to 28/5 corresponding to Survey No. 14 Hissa No. 2 of Village Paspali in Powai Estate admeasuring in aggregate **12705.27** sq. mtrs. for total consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) ("Total Consideration") exclusive of GST, stamp duty, registration and other charges.
- 1.2 You are aware that the Total Consideration is exclusive of the stamp duty, registration, other charges, and all taxes, levies, duties, cess (whether applicable/payable now or which may become applicable/payable in future) including but not limited to service tax, V.A.T, G.S.T. 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 in relation to the said Unit, shall be borne and paid by you alone and we shall not be liable to bear or pay the same or any part thereof.
- 1.3 As per The Income Tax Act/Rules, please deduct TDS as applicable from all the payments made towards the Total Consideration. If your bank disburses the full amount, then you will have to pay the TDS separately. The duly signed Form 16B is to be submitted to us within one month from the date of such deduction in order to pass the credit for TDS amount.
- 1.4 You shall not be entitled to sell, transfer, assign or dispose of the said Unit and the Car Parking Space/s until possession of the said Unit is handed over to you. It is clarified that after receipt of possession of the said Unit and the Car Parking Space/s, you shall be entitled to sell and transfer the same with our prior written

consent. You shall be liable to pay to us the applicable administrative charges/facilitation fee in respect of the same.

**2. ALLOTMENT OF CAR PARKING SPACE/S:**

2.1 Along with the said Unit, we also agree to allot / reserve for you \_\_\_\_ car parking spaces ("Car Parking Space/s") as and by way of an exclusive amenity attached to the said Unit in the basements/stilt of the said Building subject to the location of the Car Parking Space/s being finalized only upon completion of development of the Project and also subject to terms and conditions to be recorded in the Agreement for Sale.

**3. RECEIPT OF PART CONSIDERATION:**

3.1 We confirm having received an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), being \_\_\_\_\_ % of the Total Consideration as booking amount / advance payment on \_\_\_\_\_. The receipt of the payment is separately provided to you.

**4. DISCLOSURES OF INFORMATION:**

4.1 You agree that we have made available to you the following information and documents:

- i. The sanctioned plans with respect to the said Unit and the said Building along with specifications, approved by the competent authority along with all the balance material details pertaining to the project (including the date of completion of the said Building) which have been uploaded on MahaRERA website.
- ii. The proposed stage wise time schedule of completion of the project, including the provisions for civic infrastructure like water, sanitation and electricity as states in Annexure – A attached herewith and.
- iii. The website address of MahaRERA is [\[https://maharera.mahaonline.gov.in/\]](https://maharera.mahaonline.gov.in/)
- iv. We have informed you that –
  - a. We are constructing the Building, Isle of Calm, having 3 Towers i.e, Towers 1, 2 & 3.
  - b. The 3 Towers of the Building Isle of Calm i.e, Towers 1, 2 & 3 shall form part of one phase / one project and the amenities (except car parkings) shall be enjoyed in common by all the Societies with access to all the common areas and amenities and that, there will be common entry and exit from the main entrance for all the Allottees / Members of the proposed Societies. For each Tower separate Society of the Allottees will be formed or for all Towers only one Society will be formed, as may be decided by us.

c. We have submitted the proposal to BMC for constructing 4 basements + stilt + service floor+ 2<sup>nd</sup> to maximum upto 33 floors + terrace floor and a club house, and as on date we have received approval from BMC for Constructing the building Isle of Calm i.e Tower 1 comprises of 4 basements + stilt + terrace floor, Tower 2 comprises of 4 basements + stilt + service floor + 2<sup>nd</sup> to 4<sup>th</sup> floor + terrace floor and Tower 3 comprises of 4 basements + stilt + service floor + 2<sup>nd</sup> to 16<sup>th</sup> floor + terrace floor. Further approvals for the proposed balance floors i.e upto maximum 33 floors + terrace floor (proposed floors) are expected from BMC. In case BMC does not grant approval, as proposed, then in that event the Promoter will construct floors on the said building as per the approval by BMC and accordingly the terrace floor will shift above the approved final residential floor. The proposed FSI which was to be utilized by us on the balance proposed floors / some of the balance floors shall be utilized by us anywhere else as the Promoter may deem fit and proper without any recourse to the Allottees.

v. You, confirm that the Parking Space (Covered/Mechanized) which may be allotted in the said building, type and size of such parking area may vary as per layout and parking arrangement. You confirm that you are aware that revision is expected in types of parkings and that you shall use the parking space to park vehicles of standard/permited size and that some large vehicles like S.U.V/M.U.V etc may not fit into the parking space. You confirm the same and undertake not to raise any dispute or objection and/or grievance in respect thereof in future in any manner whatsoever. The exact location and identification of such car parking space/s (i.e covered/mechanized) will be finalized by us on completion of development of the project and also subject to terms and conditions to be recorded in the Agreement for Sale.

vi. You confirm that you have also been informed that incase the Allottee/s are allotted mechanized parking than those Allottee/s / Society shall contribute / pay to us, proportionate charges / cost related to the operation and maintenance of the parking system, managed by us and/or any agency appointed by us for that purpose, which shall be in addition to the maintenance cost of the Apartment/building.

4.2 Prior to issuance of this Allotment Letter, you confirm that you have undertaken inspection of all the information and documents mentioned in Clause 4.1 above including but not limited to approvals, plans and other documents (including but not limited to title document) and have satisfied yourselves/yourself regarding our entitlement to develop the Project.

4.3 You confirm that you have also examined all documents and information uploaded by us on the website of MahaRERA under the project name [●] and have read and understood draft of the Agreement for Sale and terms and conditions as recorded therein.

**5. FURTHER PAYMENTS:**

5.1 You agree that you shall make the payment of the Total Consideration, 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/yourself.

**6. POSSESSION:**

6.1 Subject to force majeure event and also subject to payment of the Total Consideration and all other amounts due and payable by you to us (including taxes and charges if any) without any delay and/or default, we shall offer you possession of the said Unit and Car Parking Space/s on or before [31<sup>st</sup> March 2030] 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/yourself.

**7. INTEREST PAYMENT:**

7.1 In case you delay and/or default in making payment of any installment of the Total Consideration (including taxes and other charges) and/or any other amounts due and payable to by you to us, then without prejudice to our right to cancel and terminate the allotment of the said Unit and Car Parking Space/s, you shall be liable to pay to us interest calculated at the then prevailing State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon on all delayed payments from the due date till the date of actual payment and realization thereof.

**8. CANCELLATION OF ALLOTMENT:**

8.1 In case you desire to cancel the booking and allotment of the said Unit and Car Parking Space/s, then the amount mentioned in the Table hereunder written would be deducted and the balance amount due and payable (if any) shall be refunded to you without interest within 45 days from the date of receipt of your letter requesting the cancellation of booking and allotment of the said Unit.

<b>Sr. No.</b>	<b>If the letter requesting to cancel the booking is received,</b>	<b>Amount to be deducted</b>
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 Total Consideration;
3.	Within 31 to 60 days from issuance of the Allotment Letter;	1.5% of the Total Consideration;
4.	After 61 days from issuance of the Allotment Letter;	2% of the cost of the Total Consideration.

8.2 In the event the amount due and payable referred in Clause 9.1 above is not refunded by us to you within 45 days from the date of receipt of your letter requesting to cancel the booking and allotment, you shall be entitled to receive the balance amount with interest calculated at the then prevailing State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon.

8.3 Further, in the event of cancellation of the booking of the said Unit, the expenses borne towards Stamp duty (if paid by the Promoter) and brokerage charges shall be recovered from the booking amount/further installment of Consideration. The Promoter shall not be liable to refund the charges paid by the Allottee(s) as per clause 1.2 above.

**9. OTHER PAYMENTS:**

9.1 You shall make the payment of GST, stamp duty and registration charges, as applicable and such other payments as more specifically mentioned in table below as well under the Agreement for Sale, the proforma whereof is enclosed herewith in terms of Clause 11 hereunder written:

<b>Nature of charges</b>	<b>Amount in Rs.</b>
Share application money	
Society Formation & Registration charges	
Electricity charges	
Water Meter charges	
Gas connection charges	
Development Charges	
Legal charges	
Ad-hoc Maintenance Charges for 24 months	
GST and any other taxes/ statutory duties/ charges	As applicable

**10. PROFORMA OF THE AGREEMENT FOR SALE AND BINDING EFFECT:**

10.1 The proforma of the Agreement for sale to be entered into between ourselves and yourselves/yourself has been shown to you, which has been uploaded on the MAHA Rera Website. Forwarding the proforma of the Agreement for Sale does not create a binding obligation on the part of the ourselves and yourselves until execution and registration of the Agreement for Sale.

**11. EXECUTION AND REGISTRATION OF THE AGREEMENT FOR SALE:**

11.1 You agree that you shall execute the Agreement for Sale and appear for the registration of the same before the concerned office of Sub-Registrar within a period of 2 months from the date of issuance of this Allotment Letter or within such period as may be communicated to you. The said period of 2 months can be further extended by us.

11.2 If you fail to execute the Agreement for Sale and/or appear for registration of the same before the concerned office of the 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 from the date of such notice, which if not complied, we shall be entitled to cancel and terminate this Allotment Letter and further we shall be entitled to forfeit the amount not exceeding 2% of the Total Consideration and the balance amount if any due and payable shall be refunded to you without interest within 45 days from the date of cancellation and termination of this Allotment Letter.

11.3 In the event the balance amount due and payable to you and referred in Clause 12.2 above is not refunded to you within 45 days from the date of expiry of cancellation and termination of the Allotment Letter, then you shall be entitled to receive the balance amount with interest calculated at the then prevailing State Bank of India Highest Marginal Cost of Lending Rate plus 2% thereon.

**12. VALIDITY OF ALLOTMENT LETTER:**

12.1 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/yourself. Cancellation of allotment of the said Unit after execution and registration of Agreement for Sale, shall be covered by the terms and conditions of the duly registered Agreement for Sale.

**13. HEADINGS:**

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

**14. NOTICES**

14.1 All letters, circulars, receipt and/or notices to be served on you as contemplated under this Allotment Letter shall be deemed to have been duly served if sent to you (i) by email to the email id mentioned in this Allotment Letter and/or (iii) by Courier at the address mentioned in this Allotment Letter and the same which will be sufficient proof of receipt of the same by you and shall completely and effectively discharged the Developer of its entire obligation.

Kindly acknowledge receipt and acceptance of the terms of this Allotment Letter on the duplicate copy of this Allotment Letter.

For M/s. Sunrise Housing

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Authorised Signatory

*Encl.: as above*

I / We [**name of applicant/s**] 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 of First Applicant

Name : \_\_\_\_\_

Signature of Second Applicant

Name : \_\_\_\_\_

**Date:** \_\_\_\_\_

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### **Annexure - A**

Stage wise time schedule of completion of the project

<b>Sr. No.</b>	<b>Stages</b>	<b>Date of Completion</b>
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 units	
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, firefighting fittings and equipment, electrical fitting, mechanical equipment, finishing to entrance lobby/s plinth protection, paving areas 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 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	

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