

ANNEXURE - '1'

MODEL FORM OF ALLOTMENT LETTER

Note:

- i. For compliance of the provision of clause (g) of sub-section (2) of section 4 of the Real Estate (Regulation and Development) Act, 2016 (the Act), the proforma of the allotment letter to be uploaded along with the application for registration of the real estate project shall be as per this model form of allotment letter.
- ii. It shall be mandatory to issue allotment letter in this format whenever a sum not more than 10% (ten percent) of the cost of the apartment, plot or building as the case may be, is collected as deposit or advance.

No.

Date:

To,

I. First Applicant/ Primary Applicant

Mr/Mrs./Ms. []

S/W/D _____

R/o []

(Residence Address) _____

_____ PIN _____

Occupation: Service () Business () Professional () Others Please specify (_____)

Nationality: Resident () Non Resident () Foreign National of Indian Origin () Foreign National In India ()

Others Please specify (_____)

Telephone/Mobile number _____

Alternate Mobile Number : _____

Relationship of Alternate Phone Owner : _____

Pancard No.: []

Aadhar Card No.: []

Address to be used in the Agreement* : _____

GSTN number: _____

Email ID: _____

Alternate Email Id : _____

II. Second Applicant

Mr/Mrs./Ms. []

S/W/D _____

R/o []

(Residence Address) _____

_____PIN_____

Occupation: Service () Business () Professional () Others Please specify (_____)

Nationality: Resident () Non Resident () Foreign National of Indian Origin () Foreign National In India ()

Others Please specify (_____)

Telephone/Mobile number _____

Alternate Mobile Number : _____

Relationship of Alternate Phone Owner : _____

Pancard No.: [●]

Aadhar Card No.: [●]

Address to be used in the Agreement* : _____

GSTN number: _____

Email ID: _____

Alternate Email Id : _____

III. Third Applicant

Mr/Mrs./Ms. _____

S/W/D _____

R/o _____

(Residence Address) _____

_____PIN_____

Occupation: Service () Business () Professional () Others Please specify (_____)

Nationality: Resident () Non Resident () Foreign National of Indian Origin () Foreign National In India ()

Others Please specify (_____)

Telephone/Mobile number _____

Alternate Mobile Number : _____

Relationship of Alternate Phone Owner : _____

Pancard No.: _____

Aadhar Card No.: _____

Address to be used in the Agreement* : _____

GSTN number: _____

Email ID: _____

Alternate Email Id : _____

In case of the applicant being a company/ Partnership concern/ Proprietary concern

IV. _____ Applicant

M/s _____

Registered office address : _____

Corporate office Address :

Registration Number : _____

CIN number : _____

TIN number : _____

Board Resolution/ Authority Letter date : _____

Board Resolution In favour of : _____

Telephone/Mobile number : _____

Alternate Mobile Number : _____

Relationship of Alternate Phone Owner : _____

Pancard No. of the Company: _____

Aadhar Card No. : _____

Email ID: _____

Alternate Email Id : _____

V. _____ Applicant

M/s _____

Registered office address : _____

Corporate office Address :

Registration Number : _____

CIN number : _____

TIN number : _____

Board Resolution/ Authority Letter date : _____

Board Resolution In favour of : _____

Telephone/Mobile number : _____

Alternate Mobile Number : _____

Relationship of Alternate Phone Owner : _____

Pancard No. of the Company: _____

Aadhar Card No. : _____

Email ID: _____

Alternate Email Id : _____

Documents to be submitted

Copy of the PAN, Copy of the Residential Proof, Copy of board Resolution, Certificate of Board Resolution, Certificate of incorporation of Company, Copy of letter of authority from other Partners, Certificate of Registration of partnership Firm and in case of Proprietary Concern.

Sir/Madam,

Sub: Your request for allotment of flat in the project known as "Embassy One Thane", having Maha Rera Registration No. _____ situated at _____.

1. ALLOTMENT OF THE SAID UNIT:

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 _____ BHK Flat bearing No. _____ admeasuring RERA Carpet area __ square meters equivalent to __ square feet situated on ___ floor in Building ___/ Tower ___ / Block ___ / Wing___ in the project known as Embassy One Thane having MahaRERA Registration No. _____, hereinafter referred to as "**the said Unit**".

Apart from carpet area as per the **said Act, the Purchaser will have exclusive right to use _____ square meters (equivalent to _____ square feet) of area within the Apartment which includes balcony. The said Unit is more particularly described in the _____ Schedule hereunder written** being developed on land bearing C.S. No(s)___ / CTS No(s) ___ / Final Plot No(s) ___ / Survey No(s) _____, Hissa No (s) ___ / Gat No(s)___ / Khasra No(s)___/ Plot No(s) _____ lying and being at ___ Village ___ Taluka __, Dist. ___ admeasuring ___ Square meters for a total consideration of Rs. _____/- (In figures) (Rupees _____ (Indian Rupees _____ only) which is exclusive of all the taxes, GST, stamp duty and registration charges, maintenance related amounts and any other charges towards government, utility, infrastructure, etc. ("**Purchase Consideration**").

Apart from the aforementioned Purchase Consideration of the said Unit, the Applicant(s) shall on or before the date of possession pay the following amounts to the company:-

- a) Rs. _____ /- (**Rupees** _____ **Only**) towards legal charges and towards cost of preparing & engrossing the Agreement. (Non-refundable).
- b) Rs. _____ /- (**Rupees** _____ **Only**) towards installation or connection of water, electric and sewer services and other incidental Expenses. (Non-refundable).
- c) Rs. _____ /- (**Rupees** _____ **Only**) towards Infrastructure Charges / Common facilities of the said apartment. (Non-refundable).

- d) Rs. _____ /- (**Rupees**
Only) towards formation and registration of the Organisation in whatsoever name called. (Non-refundable).
- e) Rs. _____ /- (**Rupees**
Only) towards share money, application and entrance fee of the said Organisation/Organisations as defined hereinafter or such other large sum as may be required at the time (Additional Rs. 100/- per person if number of person exceeds 1).
- f) Rs. _____ /- (**Rupees**
Only) towards 12/18/24 months advance monthly maintenance charges which shall be applicable from the date of offer for possession by the Promoter/Developer. Kindly note that, the maintenance charges are provisional and based on estimates. The same are subject to inflation, increases, etc. Further, the maintenance charges are also subject to revision every 12 (twelve) months after the date on which, possession is handed over to the purchaser by 7.5% to 10% per annum.
- g) Rs. _____ /- (**Rupees**
Only) towards facility development charges (non-refundable)
- h) Rs. _____ /- (**Rupees**
Only)

In case of any dishonour of a cheque issued by the Applicant to the Promoter/Developer, the cheque bouncing charges equivalent to 2.5% of the value of the cheque shall be payable by the purchaser in respect of such dishonoured cheque. Such cheque bouncing charges shall be paid by the purchaser within a period of 30 (thirty) days from the date of dishonour of the cheque, failing which, the cheque bouncing charges shall stand increased to an amount equivalent to 2% of the value of the cheque.

2. ALLOTMENT OF COVERED CAR PARKING SPACE(S):

Further we have the pleasure to inform you that you have been allotted along with the said unit, garage/covered car parking space at _____ level basement /podium /stilt / mechanical car parking unit bearing No. _____ admeasuring _____ sq. ft. having _____ ft. length x _____ ft. breath x _____ ft. vertical clearance 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 We have the pleasure to inform you that you have been allotted an open car parking bearing No. _____ having ____ ft. length x _____ ft. breadth without consideration.

RECEIPT OF PART CONSIDERATION OUT OF THE TOTAL PURCHASE CONSIDERATION:

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 an amount of Rs. _____/- (Indian Rupees _____ only) being ____ % of the total Purchase Consideration value of the said Unit towards booking amount / advance payment (subject to clearance of credit of amounts in our account). The balance, ____ % of the Total Purchase Consideration shall be paid by the Applicant(s) in the following manner:

- (a) Rs. _____/- (In figures) (Indian Rupees _____ only) upon completion of _____/ on or before _____.
- (b) Rs. _____/- (In figures) (Indian Rupees _____ only) upon completion of _____/ on or before _____.
- (c) Rs. _____/- (In figures) (Indian Rupees _____ only) upon completion of _____/ on or before _____.
- (d) Rs. _____/- (In figures) (Indian Rupees _____ only) upon completion of _____/ on or before _____.
- (e) Rs. _____/- (In figures) (Indian Rupees _____ only) upon completion of _____/ on or before _____.
- (f) Rs. _____/- (In figures) (Indian Rupees _____ only) upon completion of _____/ on or before _____.
- (g) Rs. _____/- (In figures) (Indian Rupees _____ only) upon completion of _____/ on or before _____.
- (h) Rs. _____/- (In figures) (Indian Rupees _____ only)

upon completion of _____/ on or before _____.

(i) Rs. _____/- (In figures) (Indian Rupees _____ only) upon completion of _____/ on or before _____.

(j) Rs. _____/- (In figures) (Indian Rupees _____ only) upon completion of _____/ on or before _____.

(k) The above payment received by us have been deposited in RERA Designated Collection Bank Account 777705358899, ICICI Bank, WORLI Branch having IFS Code ICIC0007722 situated at Nyloc House Worli 400018. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 777705358890 and 777705358891 respectively.

3. **In case of any dishonour of a cheque handed over by the Applicant to the Promoter/Developer, the cheque bouncing charges equivalent to 2.5% of the value of the cheque shall be payable by the purchaser in respect of such dishonoured cheque. Such cheque bouncing charges shall be paid by the purchaser within a period of 30 (thirty) days from the date of dishonour of the cheque, failing which, the cheque bouncing charges shall stand increased to an amount equivalent to 5% of the value of the cheque. In the event, you fail or omit to make payment of the balance Purchase Consideration, being a sum equivalent to 90% of the Purchase Consideration, then, notwithstanding our right to terminate the allotment of the said Unit, we shall be entitled to charge** **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 website address of MahaRERA is <https://maharera.mahaonline.gov.in/#>

4. **ENCUMBRANCES:**

Save and except the encumbrances set out in the Report on Title dated _____ issued by _____, we hereby confirm that the said unit is free from all encumbrances and we hereby further confirm that no other encumbrances shall be created on the said unit.

5. **FURTHER PAYMENTS:**

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

6. POSSESSION:

The said Unit along with the covered car parking spaces (s) shall be handed over to you on or before _____ subject to the payment of the Purchase Consideration amount of the said Unit as well as of the covered car parking space (s) in the manner and at 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.

In the event of delay in making payments in accordance with the terms of agreement for sale, you shall be liable to pay interest in accordance with Clause 8 below on the unpaid amounts from the due date of such payment till realization thereof.

7. INTEREST PAYMENT:

Kindly note that, all over-due payments shall attract interest which shall be at the State Bank of India's highest Marginal Cost of Lending Rate plus 2% ("**Interest**"), calculated from the due date till realization thereof. It is clarified that, payment of such Interest will be without prejudice to the other rights and remedies available to the Promoter including the right to cancel/ terminate the allotment of the said Unit and/ or claim losses/ damages incurred or suffered in that regard. In the event, we terminate the allotment of the said Unit, the amounts paid by you shall be refunded after making such deductions in accordance with Clause 9 below.

CANCELLATION OF ALLOTMENT:

(i) In case you desire to cancel the allotment, an amount mentioned in the Table hereunder written would be deducted and the balance amount due and payable shall be refunded after deducting the applicable taxes, interest, brokerage paid and other outgoings if any, due and payable by you in respect of the said Unit to you without interest within a period of 45 (forty-five) days from the date of receipt of your letter requesting to cancel the said allotment.

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 total Purchase Consideration of

		the said unit after applicable deductions;
3.	Within 31 days to 60 days from issuance of the allotment letter;	1.5% of the total Purchase Consideration of the said unit after applicable deductions;
4.	After 61 days from issuance of the allotment letter	2% of the total Purchase Consideration of the said unit after applicable deductions.

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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 0 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 calculated from the date of cancellation request

8. 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.

9. 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(two) months from the date of issuance of this letter or within such period as may be communicated to you.

(ii) You agree that you shall not be entitled to transfer the booking till the possession of the said Unit is handed over to you. However, we may, at our sole discretion, consider your request for the transfer and permit such transfer, subject to such transfer charges payable by you at the rate of 4% (four percent) of the Purchase Consideration.

- (iii) In the event the booking amount is collected in stages and if the allottee/Applicant(s) 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 0 after applicable deductions towards taxes, interest, brokerage paid and any other outgoings; whichever is less. 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.

- (iv) 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(two) 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 5% of the cost of the said unit and the balance amount if any due and payable shall be refunded after applicable deductions towards taxes, interest, brokerage paid and any other outgoings without interest within 45 (forty-five) days from the date of expiry of the notice period.

- (v) In the event the balance amount due and payable referred herein 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 calculated from the date of cancellation or termination.

10. VALIDITY OF 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 unit thereafter, shall be covered by the terms and conditions of the said registered document.

11. HEADINGS:

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

Signature [●]

Name [●]

For Tapir Constructions Limited

Authorized Signatory

(Email ID)

Date: [●]

Place: [●]

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.

I/ We the Applicant(s) do hereby declare that the company has readily provided all documents, information and/or clarification as required by me/us in respect of the said Unit and I/we have, relying upon the same entered into and executed this allotment letter. I/We further state that, we have not relied upon or have been influenced by any, sales plans, sales brochures, advertisements, representations, warranties, statements or estimates of any nature, whatsoever whether to be made available in the Building or any other data except as set out in the documents and information furnished to us by the company and I/we have relied solely on my/our own judgment in deciding to execute this allotment letter in respect of the said Unit.

Signature of Applicants

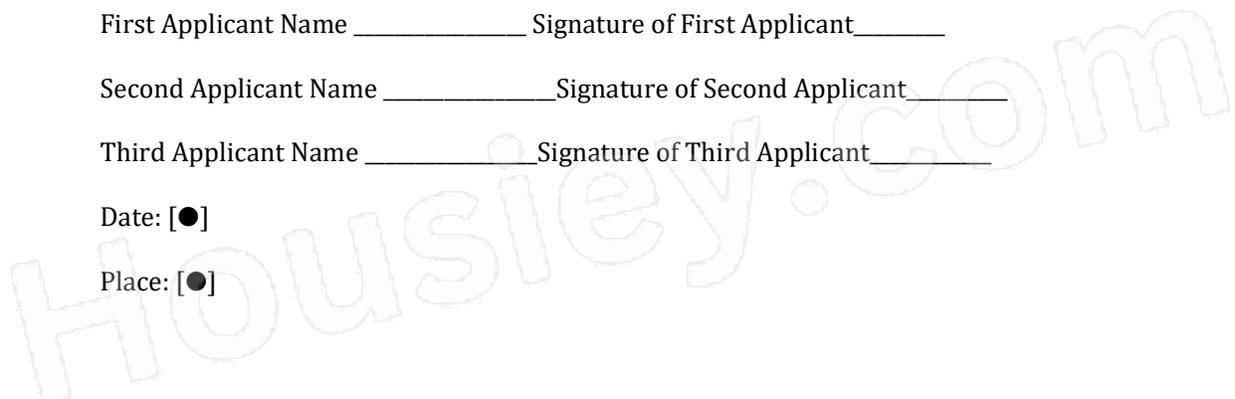
First Applicant Name _____ Signature of First Applicant _____

Second Applicant Name _____ Signature of Second Applicant _____

Third Applicant Name _____ Signature of Third Applicant _____

Date: [●]

Place: [●]



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 superstructure	
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 plumbings 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 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 Others	
17	Solid waste management & disposal	
18	Water conservation / rain water harvesting	
19	Electrical meter room, sub-station, receiving station.	
20	Others	

For Tapir Constructions Limited

Authorised Signatory