



# K M Developers

Office No.1 to 5, Horizon Heights, 2nd Floor, Kasarvadavali, G. B. Road, Thane West-400615.

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

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

To,

Mr. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PAN: \_\_\_\_\_.

Email-id: \_\_\_\_\_.

**Sub:** Your request for allotment of flat/shop premises in the project known as "**Horizon Pearl**" lying, being and situate at Village Owale, Taluka and District Thane and within the jurisdiction of Registration Sub-District and District Thane having MahaRERA Registration No. \_\_\_\_\_

Sir/Madam;

We propose to 2 wings consisting of 1 wing for commercial component comprising of Ground floor + 2 upper floor and other wing for residential component comprising of Stilt + Podium Floor + upto 42 upper floors (hereinafter referred to as "**Said Project**") consisting of flats/apartment, tenements, dwelling units and premises, together with provision of parking spaces and other necessary amenities, in the Project known as "**Horizon Pearl**" on all the pieces and parcels of land bearing 1) old Survey No. 70, new Survey No. 94, Hissa No. 1 admeasuring 3200 Square Meters and 2) old Survey No. 70, new Survey No. 94 Hissa No. 3 admeasuring 1200 Square Meters, admeasuring in aggregate 4400 square meters, lying, being and situate at Village Owale, Taluka and District Thane and within the jurisdiction of Registration Sub-District and District Thane and within the limits of Thane Municipal Corporation. The properties mentioned in the table are hereinafter referred to as the "**Said Property**" and more particularly described in the Schedule I written hereunder.

We do hereby agree to allot you the flat Premises as follows:

**1) Allotment of the Said Premises:**

We have the pleasure to inform you that, you have been allotted \_\_\_\_\_ BHK flat premises bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square meters RERA Carpet area equivalent to \_\_\_\_\_ square feet situated on \_\_\_\_\_ Floor in wing \_\_\_\_\_ in the project **Horizon Pearl** having MahaRERA Registration No. \_\_\_\_\_ hereinafter referred to as "**the Said Premises**", being developed on all the pieces and parcels of the Said Property.

**2) Allotment of parking spaces(s):**

We have the pleasure to inform you that you have been allotted alongwith the said Premises, covered/Stilt/mechanical car parking space bearing No(s). \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. meters equivalent to \_\_\_\_\_ sq. ft. at \_\_\_\_\_ level basement/podium bearing No(s). \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. meters equivalent to \_\_\_\_\_ sq. ft. / on terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

**3) Receipt of Part Consideration:**

We confirm to have received from you an amount of Rs. \_\_\_\_\_/- (Rupees. \_\_\_\_\_ only), being \_\_\_\_\_% of the total consideration value of the said Premises as booking amount /advance payment on \_\_\_\_\_, through \_\_\_\_\_.

**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 have 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/#>

**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 payments :**

Further payments towards the consideration of the Said Premises as well as of the 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 shall be handed over to you on or before 30/04/2027 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 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

days from the date of receipt of your letter requesting to cancel the said booking.

<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 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 60 days from issuance of the allotment letter;	2% of the cost of the said Premises;

- ii. The amount deducted shall not exceed the amount as mentioned in the table above.
- iii. In the event the amount due and payable referred in Clause 8 (i) above is not refunded within 15 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 10 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 9.

**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 month from the date of issuance of this letter or within such period as may be communicated to you. The said period of 2 month can be further extended on our mutual understanding.
- 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 of 1 month 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 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 event the balance amount due and payable referred in Clause 11 (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) 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 Premises thereafter, shall be covered by the terms and conditions of the said registered document.

**14) Headings :**

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

Signature .....

**M/S. K. M. DEVELOPERS** )

through Partners )

**i) Mr. Mohan Shinde** )

or

**ii) Mr. Kshitij Shinde** )

(Promoter(s)/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.

Signature -----

Mr. \_\_\_\_\_

(Allottee/s)

Date: .....

Place: .....

Housiey.com

**Annexure - A**

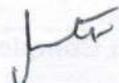
Stage wise time schedule of completion of the project

**PAYMENT SCHEDULE**

<b>SR. NO.</b>	<b>INSTALMENTS</b>	<b>PERCENTAGE</b>	<b>PRINCIPAL AMOUNT</b>
1.	Within one month from Booking.	10%	
2.	On execution & registration of the present agreement	20%	
3.	On Completion of Plinth	10%	
4.	On Completion of 1 <sup>st</sup> slab	4%	
5.	On Completion of 4 <sup>th</sup> slab	3%	
6.	On Completion of 7 <sup>th</sup> slab	3%	
7.	On Completion of 10 <sup>th</sup> slab	3%	
8.	On Completion of 13 <sup>th</sup> slab	3%	
9.	On Completion of 16 <sup>th</sup> slab	3%	
10.	On Completion of 20 <sup>th</sup> slab	3%	
11.	On Completion of 23 <sup>rd</sup> slab	3%	
12.	On Completion of 26 <sup>th</sup> slab	3%	
13.	On Completion of 29 <sup>th</sup> slab	3%	
14.	On Completion of 32 <sup>th</sup> slab	3%	
15.	On Completion of 35 <sup>h</sup> slab	3%	

16.	On Completion of 39 <sup>th</sup> slab	3%	
17.	On Completion of 42 <sup>th</sup> slab	3%	
18.	On Completion of 43 <sup>rd</sup> slab	2%	
19.	On Completion of work of walls, internal plaster/gypsum finish and external plaster	5%	
20.	On Completion of work of flooring,	5%	
21.	On possession	5%	
<b>TOTAL</b>		100%	

**For KM DEVELOPERS**

 **Partners**  
Promoter(s) / Authorized Signatory