

ALLOTMENT LETTER

Date: _____

To:

Mr./Mrs./Ms. _____,

R/o _____,

(Address)

Telephone/Mobile No. _____,

Pan Card No. _____,

Aadhar Card No. _____,

Email ID: _____

Dear Sir/Ma'am,

Greetings from Kalpataru!

We warmly welcome you to the Kalpataru family and congratulate you on choosing a Kalpataru home as one of your life-time investments.

1. **ALLOTMENT OF THE APARTMENT:**

- (i) We refer to your Application Form dated _____ and the Cost Sheet for booking/allotment of the Apartment No. _____ admeasuring RERA Carpet Area _____ square meters equivalent to _____ square feet, on the _____ floor (the, "**Apartment**") in the Project "**Sector B – Tower A and B**" ("**the Project**"), being developed on undivided land admeasuring 2087.28 square meters or thereabouts (13,790 square meters mentioned on the official portal of Maharashtra Real Estate Regulatory Authority, Mumbai (MahaRERA) for the purpose of registration of the Project) out of New survey nos. 19/1B, 19/2, 19/3, 19/4, 19/5, 19/6(pt.), 19/7, 19/9 to 19/12, 19/13/A, 19/13/B, 19/14, 19/15, 19/16A, 19/16B, 19/17 to 19/19, 19/20/A, 19/20/B, 19/21, 19/22, 19/24, 19/25/A, 19/25/B, 19/26, 19/27/A, 19/27/B, 19/28, 19/34/B, 19/34/C, 19/35, 19/36, 19/39/A, 19/39/B, 19/41/A, 19/41/B, 19/44, 19/46, 20/1 to 20/3, 80/2/B, 80/2/C, 82, 83/2/B/2, 83/4/1/B, 83/4/2/A, 83/4/2B, 83/6/B, 83/7/A, 83/7/B, 83/7/C, 83/11/B, 83/12, 85/3, 85/4, 86/1/B, 86/2/B, 86/3/B, 87/1/C & 81, Sector No.5 i.e. Sub Plot B situated all at Village Balkum, in the City, Taluka and District of Thane and within the Registration District and Sub District of Thane ("**Project Land**").
- (ii) Based on your aforesaid Application Form and the Cost Sheet and pursuant to your agreeing to the terms and conditions thereof, we hereby agree to earmark for allotment, to you [subject to your paying the Said Booking Amount (as defined below)], the Apartment at or for a total Purchase Price of Rs. _____/- (Rupees _____ Only) (hereinafter referred to as the "**Purchase Price**") exclusive of GST, stamp duty and registration charges.

2. **ALLOTMENT OF PARKING SPACE(S):**

Further, we have the pleasure to inform you that you have been allotted along with the said Apartment, garage/covered car parking spaces at _____ level

basement/podium/stilt/mechanical car parking unit being 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.

3. **RECEIPT OF PART CONSIDERATION:**

- A. 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 having received, an amount of Rs. _____ (Rupees _____ Only), being ___% of the Purchase Price as booking amount/interest free deposit as per the details/receipt whereof are shown in **Annexure "A"**. The balance ___% of the Booking Amount/interest free deposit shall be paid by you as per the Booking Amount Payment Schedule attached hereto as **Annexure 'B'**.
- B. If you fail to make payment of the balance Booking Amount/interest free deposit within the time period stipulated in the Booking Amount Payment Schedule attached hereto as **Annexure 'B'**, we shall be entitled to serve upon you a notice, calling upon you to make payment of the balance Booking Amount/interest free deposit within 15 (Fifteen) days, which if not paid, we shall be entitled to cancel this Allotment Letter. On such cancellation of the Allotment Letter, we shall be entitled to forfeit, the Booking Amount/interest free deposit paid by you till then or such amount as mentioned in Clause 9 herein below, which is less. On the cancellation of the Allotment Letter we shall be entitled to allot, sell, transfer, mortgage and/or otherwise create third party rights in respect of the Apartment as we may deem fit and proper.
- C. The above payment received by us have been deposited in RERA Designated Master Bank Account, _____ Bank, _____ Branch having IFSC Code _____ situated at _____. Since, we being the promoter of the Project and landowners of the Project Land being the co-promoters of the Project as mentioned on MahaRERA website have revenue sharing arrangement, in addition to the above RERA Designated Master Bank Account, we have opened in the same bank, RERA Designated Collection Bank Account, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____, _____ and _____ and the co-promoters have opened in the same bank, RERA Designated Collection Bank Account, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____, _____ and _____ respectively.

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 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 'C'** attached herewith and
- iii) The website address of MahaRERA is <http://maharera.mahaonline.gov.in>

5. **ENCUMBRANCES:**

There are no encumbrances/charges created on the Project Land including the Apartment and vehicle parking space/s except as mentioned in the Title Certificate uploaded on MahaRERA website.

6. **FURTHER PAYMENTS:**

Further payments towards the consideration of the Apartment and vehicle parking space/s shall be made by you, in the manner and at the times as agreed 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 Apartment and vehicle parking space/s shall be handed over to you on or before 31st December, 2031 subject to the payment of the consideration amount and other charges, outgoings and deposits payable by you in respect the Apartment and vehicle 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.

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 and simultaneously against you executing such documents, confirmations and writings (in terms of a draft prepared by us) recording the cancellation of this Letter of Allotment and booking in respect of the Apartment and vehicle parking space/s and all other necessary compliances as may be reasonably required by us to give effect to the cancellation of booking/allotment of the Apartment and vehicle parking space/s:

Sr. No.	If the letter requesting to cancel the booking is received,	Amount to be deducted
1.	within 15 days from receipt of email confirmation from us as regards allotment of the Apartment and vehicle parking space/s to you;	Nil;
2.	within 16 to 30 days from receipt of email confirmation from us as regards allotment of the Apartment and vehicle parking space/s to you;	1% of the Purchase Price of the Apartment;

3.	within 31 to 60 days from receipt of email confirmation from us as regards allotment of the Apartment and vehicle parking space/s to you;	1.5% of the Purchase Price of the Apartment;
4.	after 61 days from receipt of email confirmation from us as regards allotment of the Apartment and vehicle parking space/s to you but prior to execution of the Agreement for Sale	2% of the Purchase Price of the Apartment.

- ii. 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 amount paid by you to us as set out in Clause 3 hereinabove, with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent subject to you having executed in our favour all such documents, confirmations and writings (in terms of a draft prepared by us) recording the cancellation of this Letter of Allotment and booking in respect of the Apartment and vehicle parking space/s and all other necessary compliances as may be reasonably required by us for giving effect to the cancellation of booking/allotment of the Apartment and vehicle parking space/s.

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 11 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. The proforma of the Agreement for Sale might undergo slight modification/changes and before execution of the Agreement for Sale in respect of the Apartment and vehicle parking space/s, you are requested to peruse the same and take independent legal advice in respect thereof. 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 12.

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

- i) Subject to you making payment of the entire booking amount along with interest, if any on their respective due dates, 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;
- 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 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, which if not complied, we shall not be liable or responsible for the non-registration of the Agreement for Sale and for the consequences arising therefrom, nor shall we be liable to pay any penalty to MahaRERA or otherwise howsoever;

- iii) We reserve our right to cancel this allotment letter if you do not execute or register the agreement for sale as aforesaid, and further upon such cancellation by us, we shall be entitled to forfeit an amount not exceeding 2% of the Purchase Price of the Apartment 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 and simultaneously against you executing such documents, confirmations of cancellation and writings (in terms of a draft prepared by us) recording the cancellation of this Letter of Allotment and booking in respect of the Apartment and vehicle parking space/s as setout herein and all other necessary compliances as may be reasonably required by us;
- iv) 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 due and payable referred to in Clause 12(ii) above, with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent against you, provided you having executed in our favour all such documents, confirmations and writings (in terms of a draft prepared by us) recording the cancellation of this Letter of Allotment and booking in respect of the Apartment and vehicle parking space/s and all other necessary compliances as may be reasonably required by us; and

13. **VALIDITY OF ALLOTMENT LETTER:**

This Letter is merely an acknowledgement of earmarking of the Apartment and vehicle parking space/s on the terms and conditions hereof. The allotment thus earmarked shall be confirmed only upon your execution of the Agreement for Sale. This Letter of Allotment shall cease to operate and be of no effect either upon its termination, or upon the execution and registration of the Agreement for Sale.

14. **ASSIGNMENT**

This Letter of Allotment and earmarking of the Apartment and vehicle parking space/s are non-transferable and non-assignable by you under any circumstances.

15. All notices and other communications to be given under this Letter of Allotment shall be in writing and delivered (i) by hand against receipt, or, (ii) by Registered Post A.D, or (iii) Email, addressed to you at the following address. Change in your address/email, if any, to be communicated by you in writing to us. If the change of your address is not communicated to us, the service of all notices and communication made by us to your address mentioned hereunder, shall be construed as a good service on you even if the same is received by us with remark "Premises closed", and you shall not raise any issue/dispute thereupon.

To:

Name and Address of the Allottee/s

Email: _____

That in case there are Joint Allottee/s all communications shall be sent by us to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee/s.

16. **HEADINGS:**

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

We take this opportunity to thank you once again, and look forward to a fruitful and long term relationship with you.

Yours faithfully,

For, **Agile Real Estate Private Limited**

Signature.....

Name

(Authorized Signatory)

(Email Id.)

Place: Mumbai ..

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.

Name of the Allottee(s)

Signature of Allottee(s)

(this is the date of signing by the Allottee if the Authorised Signatory and the allottee are signing on separate dates, but we can delete)

Place:

ANNEXURE – A
(Receipt of Booking Amount)

ANNEXURE-B
(Booking Amount Payment Schedule)

ANNEXURE-C
(Stage wise time schedule of completion of the project)

Sr. No.	Stages	Estimated Date Completion
1 .	Excavation	
2 .	Basement	
3 .	Podiums	
4 .	Plinth	
5 .	Stilt Floor	
6 .	Slabs for Super Structure	
7 .	Internal walls, Internal Plaster, Floorings within Flats/Premises, Doors and Windows	
8 .	Sanitary fittings within the flat/Premises, Electrical fittings within flat/Premises	
9 .	Staircases, Lift wells & Lobbies, at each floor level connecting staircases and lifts, overhead and underground water tanks & LMR. Cost to exclude RCC/MEP/Metal works, Masonry & Plaster, Internal Painting	
10 .	The external plumbing and external plaster, elevation, completion of terraces with waterproofing of the Building/Wing	

1 1 .	Installation of lifts, water pumps, Fire Fighting Fittings and Equipment as per CFO NOC, Electrical fittings to Common Areas, electro, mechanical equipment, Compliance to conditions of environment /CRZ NOC, 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 Obtain Occupation /Completion Certificate	
1 2 .	Internal Road	
1 3 .	Water Supply	
1 4 .	Sewerage	
1 5 .	Storm water drain	
1 6 .	Treatment and disposal of sewage and sullage water	
1 7 .	Solid waste management and disposal	
1 8 .	Water conservation / rain water harvesting	
1 9 .	Electric meter room, substation, receiving station	
2 0 .	Others	

For Agile Real Estate Private Limited

(Authorized Signatory)

Note: All instalments, together with applicable taxes, are payable within 15 (fifteen) days from the respective dates of demand made on you by us (time being of the essence)