

ANNEXURE "I"

MODEL FORM OF ALLOTMENT LETTER

Sr. No. _____

Date: _____

To,

Mr./Mrs./Ms. _____

R/O: _____

Tel / Mob No: _____

PAN No: _____

Aadhar No: _____

Email Id: _____

Sub: Your request for Allotment of Flat in the building known as "**Horizon Pearl 2**" having MahaRERA Registration No. _____ – Applied for

Sir/ Madam,

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 of _____ sq. mtrs. Equivalent to _____ sq. ft. situated on _____ Floor in the building known as "**Horizon Pearl 2**" having MahaRERA Registration No.– Applied for hereinafter referred to as "The Said Unit", being developed on all that pieces and parcels of land bearing old Survey no. 68 Hissa no. 1/5, New Survey no. 96 Hissa no.1/5 admeasuring 4010 square meters, corresponding 1) CTS no. 273/A admeasuring 3705.75 square meters & 2) CTS no. 274/A admeasuring 304.25 square meters, admeasuring in aggregate 4010 square meters lying being and situate at village Owale, Taluka and District Thane, within limits of Thane Municipal Corporation, for a total consideration of Rs. _____/- (Rupees _____ only) exclusive of GST, Stamp Duty and Registration Charges.

The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee as advance or deposit, sums received on account of the share capital for the promotion of the Co-operative Society or association or Company or towards the out goings, legal charges and shall utilize the amounts only for the purposes for which they have been received. In case the transaction being executed by this agreement between the promoter and the allottee is facilitated by a Registered Real Estate Agent, all amounts (including taxes) agreed as payable remuneration / fees / charges for services / commission / brokerage to

the said Registered Real Estate Agent, shall be paid by the Promoter/ allottee / both, as the case may be, in accordance with the agreed terms of payment.”

2) Allotment of Parking Space:

Further I/ We have the pleasure to inform you that you have been allotted along with the said unit, parking garage/covered car parking space at _____ level basement /podium/stil/mechanical car parking unit bearing no. _____ admeasuring _____ sq. mtrs. equivalent to 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:

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 unit) being _____% of the total consideration value of the said unit as booking amount / Advance Payment on _____ by Cheque No _____/ RTGS-NEFT drawn on _____ Bank. The above payment received by me/us have been deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____ situated at _____. 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. _____ and _____ respectively.

4) Disclosure of Information:

We have made available to you the following information namely:

- i) The sanction Plans, lay out 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 project, including the provisions for civic infrastructure like water, sanitation and electricity 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 unit is free from all encumbrances, and we hereby further confirm that no encumbrances shall be created on the said unit.

6) Further Payments: -

Further payments towards the consideration of the said unit as well as the covered/ Mechanical Parking space shall be made by you, in the manner and at the times as on the terms and conditions as more specifically enumerated / stated in the Agreement for Sale to be entered in to between ourselves and yourselves.

7) Possession: -

The said unit along with covered / mechanical parking space shall be handed over to you on or before 31st day of July 2027 subject to the payment of the consideration amount of the said unit as well as of the covered / mechanical parking space in the manner and at the times as well as as per the terms and conditions as more specifically enumerated / stated in the Agreement for Sale to be entered in to 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.

Sr. No	If the Letter requesting to cancel the booking is received,	Amount to be deducted
1.	Within 15days from issuance of the Allotment Letter	Nil
2.	Within 16 to 30 days from issuance of allotment letter	1% of the cost of the said unit
3.	Within 31 to 60 days from issuance of allotment letter	1.5% of the cost of the said unit
4.	After 61days from issuance of allotment letter	2% of the cost of the said unit

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 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.

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 us 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 12.

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 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 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 unit and the balance amount if any due and payable shall be refunded without interest within mutually agreed days from the date of expiry of the notice period.
- iii. 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.

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. Cancellation of allotment of the said unit 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 various Clauses of this allotment letter.

For M/S. K. M. DEVELOPERS,

Shri. Kshitij Mohan Shinde
(Partner)

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.

(.....)

Date: -

Place: -

Annexure-A

Sr. no.	Stage	Tentative date of completion
1.	Excavation	
2.	Basements (if any)	
3.	Podiums (if any)	
4.	Plinth	
5.	Stilt	
6.	Slabs of super structure.	
7.	Internal walls, internal plaster, completion of flooring, doors and windows.	
8.	Sanitary electrical and water supply fitting within the said 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 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, lightings.	
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.	Others / Possession	

For M/S. K. M. DEVELOPERS,

Shri. Kshitij Mohan Shinde
(Partner)

Date:

Place:

Housiey.com