

ALLOTMENT LETTER

Dated _____, day of _____ 2017

FLAT NO. _____, THARWANI SOLITAIRE APARTMENT
CONDOMINIUM

VILLAGE :- Mharal, TALUKA:-Kalyan

DIST:-THANE

WARD NO. :-

Flat carpet Area :- _____ **sqft.**

A.C.P / Terrace :- **sqft.**

Agreed Consideration :-Rs. _____ /-

1. The aforementioned Flat/Commercial Tenement No. ____ in Wing __ in Tharwani Solitaire Apartment Condominium having carpet area of ____ sq meter as defined in R.E. (R& D) Act, 2016 and usable area of ____ Sq. mtr. which includes areas of Cupboard, Balconies and Terrace has been agreed to be allotted in the name of MR./MRS./M/S _____, residing having office at _____, having PAN _____., for the agreed consideration of Rs. _____/-.

2. The tentative schedule of payment of the consideration is annexed at **Schedule-I** hereunder written.

3. The said MR./MRS./M/S _____intending to purchase the said Flat/Tenement approached the Developer, M/s. Tharwani Realty, a proprietorship firm through its proprietor Mr. Anil Hardasmal Tharwani, having registered office at Office No. 310 to 313, 3rd Floor, Persipolis Building, Plot No.74, Sector-17, Vashi, Navi Mumbai, District Thane- 421 003. The intending

Purchaser/s has/have been given inspection of the following documents before the allotment of the said Flat/Commercial Tenement namely:-

- a. Registered Agreement for Development Cum Sale dated 31.12.2010 alongwith Deed of Confirmation dated 13.04.2011 bearing Sr. No. 3744 of 2011 and Registered General Power of Attorney dated 31.12.2010 alongwith Deed of Confirmation dated 13.04.2011 bearing Sr. No. 3745 of 2011 registered at the office of Sub Registrar of Assurances, Kalyan on 13.04.2011.
- b. Registered Agreement for Development Cum Sale dated 31.12.2010 alongwith Deed of Confirmation dated 13.04.2011 bearing Sr. No. 3785 of 2011 and Registered Power of Attorney dated 31.12.2010 alongwith Deed of Confirmation dated 13.04.2011 bearing Sr. No. 3786 of 2011 registered at the office of Sub Registrar of Assurances, Kalyan on 15.04.2011
- c. 7/12 extracts of lands bearing Survey No. 12/2, 12/4, 12/5, 12/6, 12/7, 13/1, 14/2, 14/4, 14/1, 8/1, 12/3, 12/1, 13/2, 14/3 and 8/2 admeasuring 51070 Sq. Mtrs. at Village Mharal, Taluka Kalyan, District Thane.
- d. Order of conversion of land bearing Survey No. 12/2, 12/4, 12/5, 12/6, 12/7, 13/1, 14/2, 14/4, 14/1, 8/1, 12/3, 12/1, 13/2, 14/3 and 8/2 admeasuring 51070 Sq. Mtrs from agricultural to non-agricultural user bearing No. Mahsul/ Kaksha-1/ NAP/ Kalyan/ SR-210/2013 dated 28.03.2014 passed by the Additional Collector, Thane.
- e. Revised Order of conversion of land bearing Survey No. 12/2,

12/4, 12/5, 12/6, 12/7, 13/1, 14/2, 14/4, 14/1, 8/1, 12/3, 12/1, 13/2, 14/3 and 8/2 admeasuring 51070 Sq. Mtrs from agricultural to non-agricultural user bearing No. Mahsul/ Kaksha-1/ T-7/ Revised NAP/Mharal Khurd/ Kalyan/ SR-(210/2013) 31/2015 dated 04.11.2016 passed by the Additional Collector, Thane.

- f. Commencement Certificate No. BP/Mharal Khurd/Taluka Kalyan/ADTP-Thane/2400 dated 04.10.2013
- g. Revised Commencement Certificate bearing No. BP/Mharal Khurd/Taluka Kalyan/ADTP- Thane/68 dated 12.01.2015.
- h. Revised Commencement Certificate bearing no. No. BP/Mharal Khurd/Taluka Kalyan/ADTP- Thane/609 dated 07.04.2017.
- i. Revised Commencement Certificate bearing no. No. BP/Mharal Khurd/Taluka Kalyan/ADTP-Thane/1171 dated 26.06.2017.
- j. Copies of all the proposed plans.
- k. Copies of actual extract of the first page of the Sanctioned Layout and the page of the block plan of the tenement hereby agreed to be sold.
- l. The report on the Title that has been issued by Advocate Shailendra Jallawar for the Promoters and has been kept for inspection by the Purchasers in the office of the Promoter.
- m. The Report on the Search of the said property which was taken from the office of the Sub-registrar of Assurances has been given by the Searcher Shri Satish Anand Farad on 04.07.2017.

4. After having satisfied himself/herself of the clear and

marketable title and saleability of the said Flat/Tenement, the intending Purchaser has offered to purchase the aforementioned Tenement/Commercial Tenement.

5. In consideration of this, the earnest amount of Rs. ____/- has been paid at the time of issuance of this Allotment Letter.

6. Within ____ days the parties undertake to execute an Agreement for Sale of Flat/Commercial Tenement ____ in a building known as ____ of ____ floor having approximate carpet area of ____ sq meter as defined in R.E. (R& D) Act, 2016 and usable area of ____ Sq. mtr. which includes areas of Cupboard, Balconies and Terrace within ____ days from the date of issuance of this Allotment Letter. If the second instalment towards consideration is not paid by the allottee on the date indicated in the schedule, the Owner/ Developer shall have an option either to cancel the allotment or to extend the period for payment. If the owner/developer decided to cancel the allotment, the Owner/Developer shall be entitled to deduct 10% of the Booking Amount towards Administrative Expenses and Charges for Loss of Business Opportunity.

7. In the event that the intending Purchaser/s desires not to enter into the said Agreement for Sale & informs the Developer, the Developer shall return the earnest deposit after deducting 10% as aforesaid within 15 days of intimation from the intending purchaser.

Date:

Place:

Authorised Signatory,

Tharwani Realty.

Prospective Purchaser/s

R E C E I P T

RECEIVED from the above named the Other Party the sum of
Rs _____ **/- (Rupees** _____ **Only)** as
and by the way of part-payment/advance/full Sale Consideration
as herein above mentioned by ~~cash~~/ Cheque.

1. Cheque No: _____ dt _____ drawn on _____.
Rs. _____/-
2. Cheque No: _____ dt _____ drawn on _____.
Rs. _____/-
3. Cheque No: _____ dt _____ drawn on _____.
Rs. _____/-

All Cheques are subject to realization.

**I SAY RECEIVED
FOR M/S THARWANI REALTY**

PROPRIETOR

SCHEDULE I

SCHEDULE OF PAYMENT	% OF WORK
At the time of booking	9%
After Execution of agreement	20%
Completion of plinth work	15%
Completion of RCC Slab (8 Slabs)	25%
Completion of brick work	2%
Completion of Inner Plaster, door frame, window frame	3%
Completion of internal Plumbing, external plaster, elevation, terraces with waterproofing	5%
Completion of Flooring, Tilling, Sanitary Fittings, Staircase, lift wells, lobbies	5%
Completion of Lift, water pump, electricity fittings, Mechanical and Environmental requirements, entrance lobby/s plinth protection, paving of areas appertain	10%
On Possession	6%
On Possession towards Legal charges, Entrance fees and share capital, Society formation charges, M.S.E.B. meter and deposits, Water connection charges, Club house and other facility charges and Grill charges	Rs._____/ -