

ANNEXURE 'I'

MODEL FORM OF ALLOTMENT LETTER

NOTE:- i) *For compliance of the provisions 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 per cent) of the cost of the apartment, plot or building as the case may be, is collected as deposit or advance.*

No.

Date : _/07/2022.

To, Mr./Mrs./Ms. _____

Rio _____

(Address) _____

Telephone/Mobile Number _____

Pan Card No. _____

Aadhar Card No. _____

Email ID _____

Sub : Your request for allotment of-----, in the project known as BAYT AAISHA, situated at Final Plot No. 28, Sector -10, Node-Taloja, Navi Mumbai, Taluka Panvel, District Raigad 410208 having MahaRERA Registration No. _____

Sir/Madam,

1. Allotment of the said Unit:

This has reference to your request referred to at the above subject. In that regard, I/we have the pleasure to inform that you have been allotted a _____ BHK flat bearing no. _____ admeasuring RERA Carpet area _____ sq. meters equivalent to _____ sq. ft., in the project known as Tulip Elegance, having MahaRERA Registration No. _____, hereinafter referred to as “the said flat” carved out from the Final Plot No. 28, Sector -10, Node-Taloja, Navi Mumbai, Taluka Panvel, District Raigad 410208, total area admeasuring 346.76 square meters, situated in Final Plot No. 28, Sector -10, Node-Taloja, Navi Mumbai, Taluka Panvel, District Raigad 410208 for a total consideration of Rs. _____/- (Rupees _____ only) exclusive of GST, stamp duty and registration charges.

2. Allotment of parking space(s):

Further I/ we have the pleasure to inform you that you have been allotted along with the said unit, garage(s) bearing No(s)----- admeasuring-----sq.mtrs equivalent to----- sqft./ covered car parking space(s) at-----level basement / podium bearing No(s)----- admeasuring----- sq. mtrs.equivalent to sq. ft./ stilt parking bearing No(s) admeasuring sq. mtrs equivalent to sq. ft. / mechanical car parking unit bearing No(s) admeasuring sq. mtrs. Equivalent to sq. ft. on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

Further I/We have the pleasure to inform you that you have been allotted an open car parking bearing No without consideration

3. Receipt of part consideration

- A. You have requested us to consider Payment of the booking amount _____/- Rupees /advance Payment in stages which request has been accepted by us and accordingly I/We confirm to have received from you an amount of Rs. _only) being _____% of the total consideration value of the said Unit as booking amount/advance payment on /07/2022, through _____ -

The Balance _____% of the booking amount/advance Payment shall be Paid by you in the following Mannner.

- a) Rs. _____ on or Before _____
- b) Rs. _____ on or Before _____
- c) Rs. _____ on or Before _____
- d) Rs. _____ on or Before _____

Note : *(this amount shall not be more than 10% of the cost of the said unit)*

- B. If You fail to make the balance _____% of the booking amount/advance payment within the time period stipulated above further action as stated in clause 12 hereunder written shall be taken us as against you.

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 – 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 toward the consideration of the said Plot & Unit shall be made by you, in the manner and at 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 Unit along with the open garden shall be handed over to you on or before _____subject to the payment of the consideration amount of the said Unit as well as of the open garden 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 the 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 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 unit
3.	Within 31 to 60 days from issuance of the allotment letter	1.5% of the cost of the said unit
4.	After 61 days from issuance of the allotment letter	2% of the cost of the said unit

- ii) In the event the due and payable referred hereinabove 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 present.

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 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 states in Clause 126.

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 of 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, 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 45 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 and yourselves. Cancellation of allotment of the said Unit thereafter, shall be conveyed by the terms and condition of the said registered document.

14. Heading:

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

Date :

Place :

For M/s HD BUILDERS AND
DEVELOPERS

For HD BUILDERS & DEVELOPERS



PARTNER

Partner



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 :

(Allottee)



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 super structure	
7.	Internal walls, internal plaster, completion of floorings, doors and windows	
8.	Sanitary electrical and water supply fittings 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, lighting	
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	

Promoter (s) / Authorized
Signatory

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For HD BUILDERS & DEVELOPERS

PARTNER