

ANNEXURE 'I'
MODEL FORM OF ALLOTMENT LETTER

To,
Mr./Mrs./Ms./M/s. _____
R/o _____
_____ (Address)
Telephone/ Mobile number.: _____
PAN: _____
Aadhar No: _____
Email ID: _____

Sub: Your request for allotment of Premises no. [•] on the [•] floor ("**Proposed Premises**") of building known as '**Crest Oaks**' ("**Proposed Building**"), 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. mtrs. equivalent to ___ sq.ft. situated on floor in Building Crest Oaks, wing ___ in the project known as **Crest Oaks** having MahaRERA Registration No. ___, hereinafter referred to as "the proposed Premises", being developed on land bearing Survey No 8, Hissa No 2 (part) corresponding to CTS No(s) 150 lying and being at Marol village, Andheri Taluka, Dist. Mumbai Suburban District, admeasuring 3945.90 sq. mtrs. For a total consideration of Rs. _____ (Rupees _____ only) exclusive of GST, stamp duty and registration charges.

The Promoter is developing upon the Project Land, the project currently known as "**CREST OAKS**" ("**Project**"). The Project, inter alia, involves the construction of a residential building comprising of residential unit/s, together with various infrastructure, amenities and facilities such as lift shafts, lift lobbies, electrical room, water tanks and pump room, society office, refuge area and a fitness centre including the parking areas, driveways, [•] and any other common infrastructure, amenities and structures and/or limited common areas and amenities. The Building is proposed to be comprising of ground and [•] upper floors thereof ("Building"), together with common areas and amenities for the Building (collectively, "Common Areas & Amenities") and restricted common areas and amenities for the Building (collectively, "Restricted Common Areas & Amenities") by utilization, as it deems fit in its discretion, the aggregate built-up area in respect of the Project Land, which is currently contemplated to be an overall of [•] square feet of the Building ("Aggregate Built-up Area").

The nature, extent and description of the Common Areas & Amenities and Restricted Common Areas & Amenities for the Building proposed to be provided in respect of the Proposed Building is set out in the statement annexed hereto and marked Annexure 'B' and Annexure 'C' respectively. The tentative unit/s amenities proposed to be provided in the Proposed Premises are set out in the statement annexed hereto and marked Annexure 'D'.

Having understood, accepted, and fully and freely agreed to the above and all the other terms, conditions and provisions hereof, the Allottee(s) has approached and requested the Promoter

to provisionally earmark in the Allottee(s) favour, out of the Promoter's Premises (as defined and described in the Agreements), the Proposed Premises.

2. Allotment of garage/covered parking space(s):

Further I/ we have the pleasure to inform you that you have been allotted along with the said unit, covered car parking space(s) at ____ level basement bearing No(s) ____ admeasuring ____ sq. mtrs. equivalent to ____ sq. ft./stilt parking 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.

3.

3.1. Consideration Amount:

The present purchase price payable by the Allottee(s) in respect of the Proposed Premises is Rs.[•]/- (Rupees [•] Only) ("Purchase Price"), and payable as per the schedule of payment set out in Annexure 'E' hereto and as per terms and conditions mentioned herein and in Annexure 'A' and 'E'.

3.2. Receipt of part consideration:

I / we confirm to have received from you an amount of Rs. _____ (Rupees _____ only) (this amount shall not be more than 10% of total cost of the sold unit) being ____ % of the total consideration value of the said unit as booking amount /advance payment on dd/mm/yyyy, through (mode of payment).

OR

Receipt of part consideration:

- A. You have requested to consider payment of the booking amount/ 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. _____ (Rupees _____ only) being ____ % of the total consideration value of the said unit as booking amount /advance payment on dd/mm/yyyy, through (mode of payment). The balance ____% of the booking amount / advance payment shall be paid by you in the following manner.
- a) Rs. _____ (Rupees _____ only) on or before ____/____/20__.
 - b) Rs. _____ (Rupees _____ only) on or before ____/____/20__.
 - c) Rs. _____ (Rupees _____ only) on or before ____/____/20__.
 - d) Rs. _____ (Rupees _____ only) on or before ____/____/20__.

Note: The total amount accepted under this clause shall not be more than 10% of total cost of the sold 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 9 hereunder written shall be taken by us as against you.
- C. On the Allottee(s) confirming the Allottee(s) agreement with the terms and conditions hereof, and the Allottee(s) ultimately executing and registering the Proposed Agreement (defined hereinafter) in respect thereof, the Booking Amount will be adjusted by the Promoter, towards the Purchase Price in respect of proposed purchase of the Proposed Premises.

4. Disclosures of information:

I/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:

I/ We hereby confirm that the said unit is free from all encumbrances and I/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 of the garage(s)/covered 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 as well as

7. Possession:

The said unit along with the garage(s)/covered car Parking Space(s) 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 garage(s) /covered car 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:

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 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.
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- i. 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.
- iii. Further, in the event of cancellation of booking of the said unit, the expenses borne towards GST, Stamp duty (if paid by promoter), brokerage charges shall be recovered from the Advance payment/booking amount/ further installments of consideration amount paid by the allottee(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.

You shall be liable to pay escalation / increase in the Price of flat, if such escalation / increase is on account of any charges payable to Government or any competent authority and/or any other increase in charges, which may be levied or imposed by Government or any competent authority from time to time.

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 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.

**- In the event the booking amount is collected in stages and if the allottee fails to pay the subsequent stage instalment, the promoter shall serve upon the allottee a notice calling upon the allottee to pay the subsequent stage instalment within 15 (fifteen) days which if not complied, the promoter shall be entitled to cancel this allotment letter. On cancellation of the allotment letter, the promoter shall be entitled to forfeit the amount paid by the allottee or such amount as mentioned in the Table enumerated in Clause 9 whichever is less. In no event the amount to be forfeited shall exceed the amount mentioned in the above referred table. Except for the above all the terms and conditions as enumerated in this allotment letter shall be applicable even for cases where booking amount is collected in stages.*

- 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, I/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, I/we shall be entitled to cancel this allotment letter and further I /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 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 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 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.

for **M/s. Hill View Developers**

Date: _____

Place: Mumbai

Email Id.: _____

Authorized Signatory

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

Name _____

(Allottee/s)

Date:

Annexures

Annexure – A: Draft Agreement for Sale

Annexure – B: Common Area and Amenities

Annexure – C: Restricted Common Area and Amenities

Annexure – D: Proposed Premises Amenities

Annexure 'E'
(Payment Schedule)

The Purchase Price of Rs.[•]/- (Rupees [•] Only) payable to the Promoter in instalments on occurrence of the events/milestones/due dates mentioned against each instalment as under, within fifteen (15) days from the date of written demand made by the Promoter:

Sr. No.	Event/Milestone/Due Date For Payment	Amount
1	Booking Amount 10%	Rs. /-
2	On Registration of Agreement for Sale 20%	Rs. /-
3	On Completion of Plinth 15%	Rs. /-
4	On Completion of [•]slab 5%	Rs. /-
5	On Completion of [•]_slab 5%	Rs. /-
6	On Completion of [•] slab 5%	Rs. /-
7	On Completion of [•] slab 5%	Rs. /-
8	On Completion of [•] slab 5%	Rs. /-
9	On Completion of Brick Work and Internal Plaster of the said premises 2.5%	Rs. /-
10	On Completion of Door Windows and Flooring of the said premises 2.5%	Rs. /-
11	On Completion of Electrical and Plumbing work of the said premises 2%	Rs. /-
12	On Completion of staircase, Lift walls and Lobbies of the floor of the said premises 5%	Rs. /-
13	On Completion of Sanitary Fittings of the said premises 3%	Rs. /-
14	On Completion of External Plaster & Elevation 5%	Rs. /-
15	On completion of Lift and Mechanical Works 5%	Rs. /-
16	On date of offer of possession by the Promoter (irrespective of the date on which the Allottee/s take possession) 5%	Rs. /-
	Total :	Rs. /-

In addition to the above, all applicable taxes, rates, cesses, levies, taxes, charges, statutory impositions (including Goods and Services Tax (GST)) shall also be payable by the Allottee(s) to the Promoter along with the above instalments payments.

Annexure – F

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, 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 / rainwater harvesting	
19.	Electrical meter room, sub-station, receiving station.	
20.	Others	