

Persipina Developers Private Limited

CIN:- U45200MH2007PTC172099

No.

Date:

To, Mr/Mrs./Ms.....

R/o.....

(Address)

Telephone/Mobile number

Pan Card No.:

Aadhar Card No.:

Email ID:

Sub: Your request for allotment of Unit/Flat/Apartment in the project known as _____ having MahaRERA Registration No. _____.

Sir/Madam,

1. **Allotment of the said Unit/Flat/Apartment and car parking space:**

This has reference to your request referred at the above subject. In that regard, I/ we have the pleasure to inform that you have been allotted a Flat bearing No. _____ of carpet area admeasuring _____ sq. mtrs i.e. equivalent to _____ sq. ft on _____ floor in the building having MAHARERA Registration No. _____ (**hereinafter referred to as "the said Flat"**), being developed on portion/part of land bearing plot no. RZ-02 (pt), Gut No. 24/1/2(pt) (Old Survey No. 58/1A (Part), 58/1B (Part), 59 (Part), 60/1 (Part), 60/2 (Part), 60/3, 60/4 (Part), 61/2 (Part), & 62/1 (Part)) situated in Village Bhokarpada, Taluka Panvel, and District Raigad pin code 410221 admeasuring 726 sq. mtrs. (**"said Project Land"**) for a total agreement value of Rs. _____/- (Rupees _____ only) alongwith _____ number of car parking space(s). The exact location and identification of such car parking space/s in the basement/podium/stilt/mechanized will be finalized by the Developer only upon completion of the said Project Land. There is a balcony carpet area adm _____ sq. m trs and utility carpet area adm _____ sq. mtrs (**other Areas**).

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The exact location and identification of such car parking space/s in the basement/podium/stilt/mechanized will be finalized by the Developer only upon completion of the said Project Land i.e. the said Building.

There can be variation in the carpet area of the said Flat to the extent of 3%. However, if the carpet area of the said Flat is reduced more than 3% then the Developer shall refund the excess money from agreement value paid by the Allottee/s to the Developer within 45 days with annual interest at the rate specified in the Rules, from the date when such an excess agreement value was paid by the Allottee/s. Similarly, if there is any increase of more than 3%, the Allottee/s shall be liable to pay such additional agreement value to the Developer. All these monetary adjustments shall be made at the same rate per square meter as agreed herein.

2. Receipt of Part Agreement Value

A. I / we confirm to have received from you an amount of Rs. _____/- (Rupees _____ only being ____%, **(this amount is less than or equal to 10% of the cost of the said Unit)** of the total Agreement Value of the said Flat as booking amount / advance payment on _____, through local cheque/PO/DD/RTGS/NEFT drawn in favour of "Persipina Developers Private Limited _____".

B. You shall deduct deposit the TDS deducted as per applicable provisions and provide us the TDS Certificates in respect thereof within the prescribed period to the Developer.

OR

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 I/We confirm to have received from you an amount of Rs. _____/- (Rupees _____ only), being ____% **(this amount is less than or equal to 10% of the cost of the said Unit)** of the total Agreement Value of the said Flat as booking amount/advance payment on _____, through local cheque/PO/DD/RTGS/NEFT drawn in

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favour of "Persipina Developers Private Limited". The balance _____% of the booking amount/advance payment shall be paid by you in the following manner:

- a) Rs. _____/- (Rupees _____only) on or before _____.
- b) Rs. _____/- (Rupees _____only) on or before _____.
- c) Rs. _____/- (Rupees _____only) on or before _____.
- d) Rs. _____/- (Rupees _____only) on or before _____.

Note: - The total amount accepted under this clause 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 then in that event you are liable to pay interest on demand at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent. Further inspite of non-payment of instalment stages of receipt of part Agreement Value by you then in that event further action as stated in clause 11 hereunder shall be taken by us as against you.
- C. You shall deduct and deposit the TDS deducted as per applicable (presently 1 %) provisions and provide us the TDS Certificates in respect thereof within the prescribed period to the Developer.

3. 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 Proposed 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

4. Encumbrances

We have not created any charge/mortgage on the said Project Land and the said Unit.

5. Further payments

Further payments towards the Agreement Value of the said Flat 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

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as more specifically enumerated / stated in the agreement for sale to be entered into between ourselves and yourselves.

The Total Agreement Value is escalation-free subject to Clause 1, save and except increases and introductions, which the Allottee(s) agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other introduction/increase in charges which may be levied or imposed or increased by the competent authority from time to time, till the date of completion of said Project Land. The Developer undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, property tax, electricity water connection charges, infrastructure charges/costs, newly introduced charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rules/regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

6. Possession

The said Flat along with the garage(s)/ covered car parking spaces(s) shall be handed over to you on or before _____ subject to the payment of the total Agreement Value of the said Flat 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

7. Interest Payment

In case of delay in making payment of Agreement Value, 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.

The Allottee agrees and understands that the timely Payment of the entire Agreement Value including the other charges shall be the essence and you will pay the said agreement value as per the schedule of payment as stated in "Annexure B" mentioned herein under. It is clarified that payment of such interest will be without prejudice to the other rights and remedies available to the Developer including to cancel this allotment in terms and condition of this Allotment Letter.

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8. 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 Agreement Value due and payable shall be refunded to you without interest, damage/compensation 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.

*The amount deducted shall not exceed the amount as mentioned in the table above.

- ii. In the event the Agreement Value due and payable referred in Clause 8 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 Agreement Value with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

In the event of cancellation, the Allottee shall cease to have any right, title, interest and/or claims of any nature whatsoever in said Flat and we shall be entitled to deal with the same in the manner as it deems fit and proper.

On cancellation of the Allotment Letter, all the taxes included in the agreement value and brokerage charges shall not be refunded to the Allottee by the Developer.

9. 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

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Registered Office: 514, Dalamal Towers, Nariman Point, Mumbai – 400 021. Tel. : 2287 6060 / 2287 6061 * Fax : 22832010

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herewith in terms of Clause 16 thereunder written.

10. 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 mentioned therein.

11. Execution and registration of the Agreement for Sale

- i) The Allottee 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 even the booking amount is collected in stages and if the allottee fails to pay the subsequent stage instalment, the Developer shall serve upon the Allottee a notice calling upon the allottee to pay the subsequent stage installment along with the interest within 15 days which if not complied, the Developer shall be entitled to cancel this allotment letter. On cancellation of the allotment letter the Developer shall be entitled to forfeit the amount paid by the Allottee or such amount as mentioned in the Table enumerated in clause 8 whichever is less and deduction of interest amount as per clause 2 (B) above. In no event the amount to be forfeited along with interest shall exceed amount mentioned in the above referred table and clause 2 (B) respectively 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 the Allottee fails 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, the Developer 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, Developer shall be entitled to cancel this allotment letter and further Developer shall be entitled to forfeit an amount not exceeding 2% of the cost of the said Flat and the balance Agreement Value if any due and payable shall be refunded without interest within 45 days from the date of expiry of the notice period to the Allottee.

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- iii) In the event the balance agreement value due and payable referred in Clause 11 (ii) above is not refunded within 45 days from the date of expiry of the notice period, the Allottee shall be entitled to receive the balance Agreement Value with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

12. **NRI/NON-RESIDENT/FOREIGN NATIONAL OF INDIAN ORIGIN /FOREIGN COMPANIES/RESIDENT INDIAN REQUESTING TO POSPONE THE REGISTRATION FOR A PERIOD OF 2 MONTHS**

The Allottee agrees that in case the Allottee is an NRI or non-resident/foreign national of Indian origin/ Foreign nationals/ foreign companies/, then in that event the Allottee shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and Rules/Guidelines made/issued thereunder and all other applicable laws including that of remittance of payments, acquisition/sale, transfer of immovable properties in India.

In case of Allottee is an NRI or non-resident/foreign national of Indian origin/Foreign nationals/foreign companies/resident Indian requesting to postpone the registration of Agreement for Sale for a period of 2 months and make payment of 10% of the part Agreement Value as mentioned under this allotment letter but is unable to come forward for registration of the Agreement for Sale before the sub-registrar of assurances for a period of 2 months from the date of the allotment letter, but is willing to make further payment as per Annexure B, to the Developer then in that event such allottee is permitted to make the further payments to the Developer as mentioned in **Annexure "B"**. Upon the expiry of 2 months if such allottee fails to come forward for registration of the Agreement for Sale then in that event the Developer shall cancel the allotment letter and forfeit agreement value not exceeding 2% of the cost of the said Flat and balance Agreement Value if any due and payable shall be refunded without interest after the expiry of 2 months.

13. **No Sub-letting**

The Purchaser shall not let, sub-let, transfer, assign, sell, lease, give on leave and license or part with the interest or benefit factor of this Agreement or part with the possession of the said Flat or any part

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thereof or dispose of or alienate otherwise howsoever, the said Flat or any part thereof and/or its rights, entitlements and obligations under this Agreement, until all the dues, taxes, deposits, cesses, the agreement value and all other amounts payable by the Allottee to the Developer under this Agreement, are fully and finally paid together with the applicable interest thereon (if any). After complying with the above terms if the Purchaser is desirous of transferring the said Flat or any part thereof and/or its rights under this Agreement, then the Purchaser shall be entitled to effectuate such transfer only with the prior written permission of the Developer and the Purchaser shall comply to then prevailing name change and transfer policy of the Developer, submitting documentary proof, payment of monies due and payable by the Purchaser under this Allotment Letter /Agreement for Sale.

14. **Disbursal from Banks/Financial Institution**

In the event the Allottee/s obtains a loan from any bank or Financial institution for payment of the Agreement Value (or part thereof) in respect of the said Unit, any delay or default by such Bank or Financial institution for any reason whatsoever in disbursal of such amounts as and when due shall constitute a breach of the terms of Allotment Letter/Agreement. The Allottee shall solely be responsible and liable to ensure that the payment of the Agreement Value as and when due is made by the Bank without any objection or demur.

15. **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 Flat thereafter, shall be covered by the terms and conditions of the said registered document.

16. **Notices**

All Notices to be served upon the Allottee as contemplated in this Allotment Letter shall be deemed to have been duly served if sent to the Allottee under Certificate of Posting or through a Courier to the address or by email address given hereinabove.

17. **Headings**

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

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Signature

Name

(Developer (s)/ Authorized Signatory) (Email Id.)

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.

Signature Name-----
(Allottee/ s)

Date:

Place:

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Annexure-A

Proposed Stage wise time Schedule of completion of the said Project Land subject to the approval from the authority.

Sr. No.	Stages	Proposed Date of Completion subject to approval from the authority
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.	

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17.	Solid waste management & disposal	
18.	Water conservation / rainwater harvesting	
19.	Electrical meter room, sub-station, receiving station.	
20.	Others	

Developer(s)/Authorized Signatory

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ANNEXURE "B"

(AGREEMENT VALUE AND PAYMENT SCHEDULE)

1. Agreement Value - Rs. _____/- (Rupees _____only)
2. The Purchaser/s has paid on execution of this Allotment Letter, a sum of Rs. _____/- (Rupees _____Only) as Token Amount/Earnest Money/Advance Payment/Application Fee and hereby agrees to pay to the Developer the balance Agreement Value of Rs. _____/- (Rupees _____Only) in the following manner (hereinafter referred to as said "**Balance Agreement Value**").

Sr.No	Payment Schedule	Payment Milestone
1	Earnest Amount	10%
2	On Excution of Agreement - 60 days	10%
3	On Completion of Footing	10%
4	On Completion of Plinth	10%
5	On Completion of 1st Podium Slab	5%
6	On Completion of 4th Floor Slab	5%
7	On Completion of 9th Floor Slab	5%
8	On Completion of 14th Floor Slab	5%
9	On Completion of 19th Floor Slab	5%
10	On Completion of 24th Floor Slab	5%
11	On Completion of 29th Floor Slab	5%
12	On Completion of 34th Floor Slab	5%
13	On Completion of Terrace Floor Slab	5%
14	On Completion of OHT & LMR	5%

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15	On Completion of Finishing (Blockwork, Flooring, GVP, Concealed MEP works)	5%
16	Possession	5%
	Total	100%

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