

ANNEXURE '1'
ALLOTMENT LETTER

No. _____

Date: _____

To,

Mr./Mrs./Ms. _____

_____;

_____;

_____.

Telephone/Mobile number : _____

Pan Card No. : _____

Aadhar Card No. : _____

Email ID : _____

Sub: Your request dated _____ ("**Application Letter**") for allotment of flat / commercial premises in the project known as "**Sunbeam Heights**" having MahaRERA Registration No. _____¹ ("**the Project**")

Sir/Madam,

1. **Allotment of the said Unit:**

This is with reference to your Application Letter referred under the above subject. In that regard, we have the pleasure to inform that you have been allotted a ____ BHK flat /commercial premises bearing No. _____ RERA Carpet area admeasuring _____ sq. mtrs. equivalent to _____ sq. ft. together with the right to use deck area admeasuring _____ sq. mtrs. equivalent to _____ sq. ft. situated on _____ floor²(hereinafter referred to as "**the said Unit**") in the Project, being developed on a portion of leasehold land bearing

¹ Kindly insert relevant MahaRERA registration number

² "**together with the right to use deck area admeasuring _____ sq. mtrs. equivalent to _____ sq. ft. situated on _____ floor**". This is to be only inserted where the unit has deck attached to it.

Survey No. 41 having corresponding CTS No. 1 situate, lying and being at Village Oshiwara, Taluka Mumbai Suburban District area totally admeasuring 3735.22 square meters or thereabouts as per Property Register Card and _____ square meters as per physical measurement ("said land") for a total consideration of ₹ _____/- (Rupees _____ Only) exclusive of GST, stamp duty and registration charges ("total consideration") on the terms and conditions as shall be enumerated in the Agreement for Sale to be entered into between ourselves and yourselves.

2. **Allotment of Parking Space(s):**

Further we have the pleasure to inform you that you have been allotted along with the said Unit, the use of _____ parking(s) in the robotic parking tower (hereinafter referred to as "Car Parking").³

3. **Receipt of Part Consideration:**

A. We confirm to have received from you, an amount of ₹ _____/- (Rupees _____ Only), being _____ %⁴ of the total consideration of the said Unit as booking amount / advance payment on _____, through Cheque/NEFT/RTGS/IMPS/_____. The balance amount of the booking amount forming part of the total consideration shall be paid by you on or before _____.

B. If you fail to make the payment of the balance _____ %⁵ of the booking amount / advance payment within the time period stipulated above further action as stated in Clause 9

³ To be used only if car parking is allotted to Unit holder.

⁴ This amount shall not be more than 10% of the cost of the said Unit.

⁵ Amount of balance booking amount to be inserted.

hereunder written shall be taken by 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 and title certificate with corresponding documents with the stipulated documents are displayed at the project site and have 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/#>. RERA registration number is _____.

5. **Encumbrances:**

I / We have created the following encumbrance/s attached with caveats as enumerated hereunder on the said Unit

- a) By and under Debenture Trust Deed dated 6th September, 2022 registered with Sub-Registrar of Assurances at Andheri-4 under serial no. BDR-15/12290 of 2022 executed between Sun Beam High Tech Developers Private Limited therein referred to as the “Company” or “Borrower” of First Part and Spark Developers Private Limited therein referred to as the “Corporate Guarantor 1” or “Development Manager” of Second Part and KRVP Realtors Private Limited therein referred to as the “Corporate Guarantor 2” of Third Part and Mr. Deepak Sakharam Kamble therein referred to as the “Personal Guarantor 1” of Fourth Part and Amey Anil Malandkar therein referred to as the “Personal Guarantor 2” of Fifth Part and Vistra ITCL (India) Limited therein referred to as the “Debenture Trustee”

or “Trustee” of Sixth Part, the Borrower therein has mortgaged all the beneficial right, title and interest, both present and future, in the said Land unto the debenture trustee for the benefit of the debenture holders as and way of an English Mortgage for an amount of Rs. 130 crores and which is more particularly described under the Debenture Trust Deed dated 6th September, 2022.

b) In terms of the Development Agreement dated 2nd June, 2022 executed by Adarsh Nagar Shree Adarsh Co-operative Housing Society Limited and Sun Beam registered with the Sub-Registrar of Assurance under serial number BDR-15/11971 of 2022 and letter dated _____, there is a lien on commercial property bearing unit no. _____ situated at second floor in the sale building equivalent market value area 3300 sq. ft. RERA carpet area as security before the Society members vacating the existing premises. The lien will be released by the Society on offering possession of newly constructed flats to the members after obtaining Occupation Certificate.

6. **Further Payments:**

Further payments towards the consideration of the said Unit, as well as the car parking⁶, 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.

7. **Possession:**

The said Unit along with the Car Parking shall be handed over to you on or before _____ subject to the payment of total consideration amount of the said Unit along with any other payment with respect to the said Unit including but not limited to GST, Stamp Duty and Registration charges or any other taxes/charges/fees applicable as per the prevailing law, club membership, development charges, legal

⁶ “as well as the car parking” to be deleted if car parking is not to be allotted.

charges, Electric Meter charges, water meter charges, society formation charges, gas supply connection charges etc⁷. 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 written⁸ would be deducted and the balance amount due and payable shall be refunded, save and *except the amount collected and paid towards the taxes/duties/ fees/charges as per prevailing law*, 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.

- 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,

⁷ To be finalised as per cost sheet.

⁸ The amount deducted shall not exceed the amount as mentioned in the table above.

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, Registration Charges and/or any other tax/charges/fees payable to the government, local body, semi government authority and such other payments as more specifically mentioned in the Agreement for Sale or any other documents of the building in respect of the said Unit, the proforma whereof is uploaded at MahaRERA website 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 ourselves and yourselves is uploaded at MahaRERA website for your ready reference. Execution of this Allotment Letter does not create a binding obligation on the part of ourselves and yourselves until execution and registration of the Agreement for Sale along with the compliances by yourselves of the mandate as stated in Clause 12.⁹

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 (two) months from the date of issuance of this letter or within such period as may be communicated to you. ¹⁰The said period of 2 (two) months can be further

⁹ As RERA agreement is already available on MahaRERA website, we shall not be forwarding copy of the same to the Allottee. Clause accordingly modified.

¹⁰ In the event the booking amount is collected in stages and if that Allottee/s fails to pay the subsequent stage instalment, the Promoters shall serve upon the Allottee/s a notice calling upon the Allottee/s to pay the subsequent stage instalment within 15 (fifteen) days which if not complied, the Promoters shall be entitled to cancel this allotment letter. On cancellation of the Allotment Letter the Promoters shall be entitled to forfeit the amount paid

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 (two) 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 as described in Clause 9 herein and the balance amount if any due and payable shall be refunded without interest within 45 (forty five) 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 (forty five) 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:**

After execution of the Agreement for Sale, the cancellation of allotment of the said Unit and the Car Parking¹¹, shall be covered by the terms and conditions of the Agreement for Sale.

14. **Notice:**

- i. All notices to be served by you shall be deemed to have been duly served, if served in writing by registered post acknowledgement due,

by the Allottee/s or such amount 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.

¹¹ “and the Car Parking” to be deleted if no car parking spaces are allotted

and/or under certificate of posting and/or speed post and/or email at his/her/their/its address/es specified herein, and shall duly and effectually discharged and shall be deemed to have been received. In case of joint Purchaser/s all the communications shall be addressed by us to the first named purchaser under this Allotment Letter. All communications addressed to the person whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on you;

Shri/Smt. _____,

Shri/Smt. _____,

Address: _____,

_____,

_____,

Email: _____

- ii. Any correspondence from or on behalf of the Allottee/s addressed to the Promoters shall be considered as duly served and acceptable only if such correspondence or communication has been done through or by registered post acknowledgement due, and/or under certificate of posting and/or speed post sent to the address of the Promoters. It is further informed that save and accept correspondence or communication done in the manner as stated hereinabove, no other mode of communication or correspondence like electronic mail shall be considered as legally binding between the parties, unless it is addressed to ____@_____.com and not any other email ID.

15. **Headings:**

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

Signature : _____

Name : _____
(Promoter(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 : _____

Stage wise time schedule of completion of the Project

Sr. No.	Stages	Date of Completion
1.	Excavation	
2.	Basement (if any)	
3.	Podium (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 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 the 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 sewerage and sullage water	
17.	Solid waste management & disposal	
18.	Water conservation / rain water harvesting	
19.	Electrical meter room, sub-station, receiving station	
20.	Others	

RECEIPT

Received from the above named Allottee/s, _____, ₹

_____-/- (Rupees _____ Only) by _____ dated
_____ inclusive/exclusive of Goods and Service Tax @ ____%) towards booking of
the said Unit.

For Sun Beam High Tech Developers Pvt. Ltd.

(Authorized Signatory)