ABHIDARSHAN CORPORATION LLP

A - 35, Patil Bhuvan, N. S. B. Road, Mulund - West, Mumbai - 400 080

ABHILASHA GROUP

Date : 20/3/2024 —

To,
Maharashtra Real Estate Regulatory Authority
Housefin Bhavan, Plot No. C-21
E Block, Bandra Kurla Complex,
Bandra East, Mumbai 400 051

Sir,

Kindly find the herewith the Letter of Allotment

To
_____
_____
_____

Sub: Your request for allotment of flat in the project known as **The Nilaya** having MahaRERA registration No._____

Sir / Madam

1. Allotment of the flat / shop :

This has a reference to your request referred to as the above subject. In that regard, we have the pleasure to inform you that you have been allotted a ___ BHK Flat/Commercial Premises bearing Flat / Unit being No._____ on _____ floor, in Tower No.3 building admeasuring _____ sq.mt. carpet along with the right to use the areas of cupboards, open terrace if any as per the sanction plan plus the right to use the balcony areas admeasuring _____ sq. mt. (to be enclosed) attached to the flat premises in the scheme of construction known as "The Nilaya" being constructed on all that piece and parcel of land admeasuring 13765 sq. meters after deducting the area not in possession, area under nalla and area affected by road comprising of all those pieces and parcels of land lying, being and situate at village Manda, Taluka Kalyan, bearing Survey No. 194, 197/2A, 197/2B, 197/2C, 228/1/2B and 164 totally admeasuring 14585 sq. metres within the limits of the Kalyan Dombivali Municipal Corporation at and for the total consideration of Rs._____ (Rupees

_____ Only) exclusive of Goods and Services Tax, Stamp Duty and Registration Fees.

2. Allotment of the garage / covered parking space:

Further we have the pleasure to inform you that you have being allotted along with the said premises, parking space bearing No. _____ admeasuring _____ sq. metres equivalent to _____ sq.ft. viz. covered parking / stack parking / mechanical parking at _____ level on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

OR

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

OR

As the Purchaser has not opted for any parking space the Promoter has not allotted any facility of parking to the Allottee.

3. Receipt of part consideration :

We confirm to have received from you an amount of Rs._____ (Rupees _____ Only) being ___% of the consideration value of the said premises as booking amount / advance payment by cheque No. _____ dated _____ drawn on _____ and balance amount of consideration shall be paid as per the schedule hereunder –

i. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter after execution of Agreement. (not exceeding 30% of the total consideration).

ii. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter on completion of Plinth of the building or wing in which the said Apartment is located. (not exceeding 45% of the total consideration).

iii. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter on completion of the slabs including podiums and stilts of the building or wing in which the said Apartment is located. (not exceeding 70% of the total consideration).

iv. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter on completion of the walls, internal plaster, floorings, doors and windows of the said Apartment. (not exceeding 75% of the total consideration).

v. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter on completion of the Sanitary fittings, staircases, lift wells, lobbies upto the floor level of the said Apartment. (not exceeding 80% of the total consideration).

vi. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter on completion of the external plumbing and external plaster, elevation, terraces with water proofing, of the building or wing in which the said Apartment is located. (not exceeding 85% of the total consideration).

vii. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed the Agreement of Sale of the building or wing in which the said Apartment is located. (not exceeding 90% of the total consideration).

viii. Amount of Rs. _____ (Rupees _____ only) to be paid to the Promoter against and at the time of handing over of the possession of the Apartment to the Purchaser on or after receipt of occupancy certificate or completion certificate.

The Cheque / DD / Pay order to be drawn in favour to
M/s. Abhidarshan Corporation LLP

A/C No: _____

IFSC CODE: _____

Bank: _____

If you fail to make the payment of advance amount as well as further installment of consideration as mentioned hereinabove on the stipulated dates, further action as stated in Clause 12 hereunder written shall be taken by us as against you.

4. Disclosures of Information :

We have made available to you the following information viz.

(i) the sanctioned plans, layout plans, along with specification 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 hereto.

(iii) website of MahaRERA is : https://maharera.mahaonline.gov.in/#

5. Encumbrances :
We hereby confirm that the said premises is free from all encumbrances and we hereby further confirm that no encumbrances shall be created on the said premises.

6. Further payments :
Further payments towards the consideration of the said premises as well as of the parking space shall be made by you in the manner and at the time as well as on the terms and conditions as more specifically enumerated in the agreement for sale to be entered into between ourselves and yourselves.

7. Possession :
The said premises along with the parking space (if any) shall be handed over to you on or before _____ subject to the payment of consideration amount of the said premises as well as the parking spaces and all other dues, charges, deposits, amounts and on the terms and conditions as mentioned in the agreement to be entered into between ourselves and yourselves and on grant of building completion / occupation certificate.

8. Interest :
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 margining cost of lending rate plus two percent.

9. Cancellation of allotment :
(i) In case you desire to cancel the book an amount mentioned in the table hereunder written would be deducted and the balance amount due and payable 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 allotted 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.	Within 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 as referred in clause 9 (i) 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.

10. **Other payments**:
You shall make the payment of Goods and Services tax, stamp duty and registration charges, as applicable and such other payments as more specifically mentioned in the agreement for sale, the pro-forma whereof is enclosed herewith in terms of clause 11 hereunder written,

11. Pro-forma of the agreement for sale and binding effect :
The pro-forma of the agreement for sale to be entered into between ourselves and yourselves is enclosed herewith for your ready reference. Forwarding the pro-forma 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 state 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 ____ months from the date of issuance of this letter or within such period as may be

communicated to you. The said period can be further extended on our mutual understanding.

ii) in the event the booking amount is collected and if you fail to pay the subsequent state installment, we shall serve upon you a notice calling you to pay the subsequent state installment within 15 days which if not complied, we shall be entitled to cancel this allotment letter. On cancellation of the allotment letter, we shall be entitled to forfeit the amount paid by you or such amount as mentioned in 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 states.

iii) 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 ____ 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 on the same within 15 days, which if not complied, we shall be entitled to cancel this allotment letter and further 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.

iv) 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:
The 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 premises thereafter, shall be covered by the terms and conditions of the said registered agreement.

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

Signature
Name Abhidarshan Corporation LLP
Promoter
(Email id)

Date :
Place : Manda, Ta. Kalyan, Dist Thane

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

Date
Place : Manda, Ta. Kalyan, Dist Thane

Annexure - A

Stage wise time schedule of completion of the project

Sr. No.	Stages	Date of Completion
1.	Excavation	
2.	Basements (if any)	
3.	Plinth	
4.	Stilt (if any)	
5.	Podiums (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	-

For Abhidarshan Corporation LLP

Promoter(s) / Authorized Signatory Partner