ANNEXURE '1'

MODEL FORM OF ALLOTMENT LETTER

No. _____ Date:__/__/_____

To
Mr/Mrs./Ms.
_____,
_____,
_____
(Address)

Telephone/Mobile Number _____

Pan Card No.: _____

Aadhar Card No.: _____

Email ID: _____

Sub: Your request for allotment of flat in the project known as "**Ocean Breeze**" having Maha RERA Registration No. _____

Sir/ Madam,

1. <u>Allotment of the said flat:</u>

a. 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 _____ BHK flat bearing No. _____ admeasuring RERA Carpet area _____ sq. mtrs equivalent to _____ sq.ft. RERA Carpet area situated on _____ floor in Building known as "_ _____" in the project known as " _____" having MahaRERA Registration No. _____ hereinafter referred to as "the said flat", being developed on land bearing Cluster Plot No.810, RSC-5, Survey No. 41, admeasuring about 2173.50 Sq.mtrs. of Village - Charkop, Taluka – Borivali, Dist.-Mumbai Suburban situated at Sector -8, Kandivali (West), Mumbai – 400 067 for a total consideration of Rs._____/- (Rupees _____ only) exclusive of Goods and Service Tax (G.S.T.), stamp duty and registration charges.

b. The Carpet Area of the said premises/unit is _____ square feet RERA Carpet area and Exclusive Areas of the said premises/unit is _____ square feet RERA Carpet area ("Total Area"). For the purposes of this Agreement (i) "Carpet Area" means the net usable floor area of an Flat/ office/ Shop, excluding the area covered by

the external walls, areas under services shafts, exclusive balcony appurtenant to the said premises/unit for exclusive use of the Allottee/s or verandah area and exclusive pocket terrace area appurtenant to the said premises/unit for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Flat/ office/ Shop and (ii) "Exclusive Areas" means exclusive balcony appurtenant to the said premises/unit for exclusive use of the Allottee/s or verandah area and exclusive pocket terrace area appurtenant to the said premises/unit for exclusive use of the Allottee/s and other areas appurtenant to the said premises/unit for exclusive use of the Allottee/s.

2. <u>Allotment of parking space(s):</u>

Further I/ we have the pleasure to inform you that you have been allotted along with the said flat; mechanical/tower/ _____/_____ car 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. <u>Receipt of part consideration</u>:

I / we confirm to have received from you an amount of Rs._____/- (Rupees. ___only), (this amount shall not be more than 10% of the cost of the said flat) being _____ % of the total consideration value of the said flat as booking amount [advance payment on ___/__/_____, vide cheque No._____Dt.____/____/ drawn on _____Bank, _____Branch]

4. <u>Disclosures of information</u>:

I/ We have made available to you the following information namely: i) The sanctioned plans along with specifications, approved by the competent authority are displayed at the project site and has also been uploaded on Maha RERA 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 Maha RERA is **https://maharera.mahaonline.gov.in/#**

5. <u>Encumbrances</u>:

I/ We hereby confirm that the said Flat is free from all encumbrances and I/ we hereby further confirm that no encumbrances shall be created on the said flat.

OR

I/ We have created the following encumbrance(s) / encumbrance(s) attached with caveats as enumerated hereunder on the said flat.

a) _____

b) _____

c) _____

6. <u>Further payments</u>:

Further payments towards the consideration of the said flat as well as of mechanical/tower/_____/_____/_____ 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.

7. <u>Possession</u>:

The said flat along with the mechanical/tower/_____/_____/_____ car parking spaces(s) shall be handed over to you on or before __/__/__ subject to the payment of the consideration amount of the said flat as well as of the mechanical/tower/____/_____/ _____ 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. <u>Interest payment</u>:

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 90 days from the date of receipt of your letter requesting to cancel the said booking.

Sr. No.	If the letter requesting to cancel the book in 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;	10% of the cost of the said flat;
3.	within 31 to 60 days from issuance of the allotment letter;	15% of the cost of the said flat;
4.	after 61 days from issuance of the allotment letter.	20% of the cost of the said flat.

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 90 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 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. <u>Proforma of the agreement for sale and binding effect</u>:

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. <u>Execution and registration of the agreement for sale</u>:

i) Firstly, you shall sign and deliver Agreement for Sale with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by you and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by us. ~~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 fails to execute and deliver to us Agreement for Sale within 30 (thirty) days from the date of its receipt by you and/or appear before the Sub-Registrar for its registration as and when intimated by us, then we shall serve a notice to you for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by you, your application shall be treated as cancelled and all sums deposited by you in connection therewith including the booking amount shall stand forfeited. ~~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 flat 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. <u>Validity of allotment letter</u>:

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.

14. You have agreed and confirmed that you shall not create any third party right on the said unit nor shall you be entitled to sell the said unit without our prior permission.

15. You have inspected the approved plans and the title documents of the property; however, we are entitled to modify the plans as required by MHADA in compliance with the provision of RERA.

16. You hereby give your no objection, to seek extensions or obtain new certificate for completion of the said project from i.e. Maharashtra Real Estate Regulatory Authority and also for amendment of existing I.O.A., C.C.

17. <u>Headings:</u>

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

For BHAIRAV SMILE INFRAPROJECTS,

Partner/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: _____
(Allotee/s)

Annexure – A

Stage wise time schedule of completion of the project

Sr. No.	Stages	Date of Completion
1	Excavation	
2	Plinth	
3	Slabs of super structure	
4	Internal walls, internal plaster, completion of flooring, doors and windows	
5	Sanitary electrical and water supply fittings within the said units	
6	Staircase, lifts wells and lobbies at each floor level overhead and under ground water tanks	
7	External plumbing and external plaster, elevation, completion of terraces with water proofing	
8	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 a Agreement of sale, an other activities.	
9	Water supply	
10	Sewerage (chamber, lines, septic tank, STP)	
11	Storm water drains	
12	Treatment and disposal of sewage and sullage water	
13	Solid waste management & disposal	
14	rain water harvesting	
15	Electrical meter room	
16	Others	

For M/S. BHAIRAV SMILE INFRAPROJECTS

Partner/Authorized Signatory