TAMOS ASSOCIATES
BUILDERS & DEVELOPERS
LANDMARK OF HAPPINESS

ALLOTMENT LETTER

Date: - 23-09-2023

To,
Mrs. Tamos Associates
1001, AL TAHERI CHSL.
Saifee Park, Church Road,
Marol, Andheri (E), Mumbai 400 059
Mobile number: - 8369886853
Pan Card No.: AAPFT1152K
Email ID: - tamosassociates@gmail.com

Re: Allotment of _____ Flat/Office/Shop/ in _____ Wing ____ admeasuring approximately ____ sq. ft. Rera (carpet) in the Project known as **"Kandivali Sanghvi Co.Op. Housing Society Ltd."** situated on land bearing CTS Nos. 3, 3/1 to 3/38 under Akurli Village and CTS Nos. 377, 377/1 to 377/20 of Village Poisar together with the building standing thereon "Sanghvi Apartments" comprising of Ground and 4 Upper Floors lying being and situate at Kamla Nehru Cross Road No. 1, Kandivali West, Mumbai 400067 having Maha RERA Registration No. ____.

Sir/Madam,

I. ALLOTMENT OF THE SAID UNIT:

a. Pursuant to the Tripartite Development Agreement dated 12th July 2023 by the members/flat owners/occupants/legal heirs of Kandivali Sanghavi Co-operative Housing Society Limited. in our favour, we are developing a Building known as "**_Kandivali Sanghvi Co.Op. Housing Society Ltd** " duly registered under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai bearing Registration No _____.

b. In that regard, we hereby agree to allot you on ownership basis a Residential/Commercial Premises being Flat/Office/Shop No. _____, _____ Flat/Office/Shop commercial premises admeasuring _____

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sq. ft. RERA Carpet area on ___ floor in Building known as Wing ("**SAID Premises "Kandivali Sanghvi Co.Op. Housing Society Ltd**), being developed on land bearing CTS Nos. 3, 3/1 to 3/38 under Akurli Village and CTS Nos. 377, 377/1 to 377/20 of Village Poisar together with the building standing thereon "Sanghvi Apartments" comprising of Ground and 4 Upper Floors lying being and situate at Kamla Nehru Cross Road No. 1, Kandivali West, Mumbai 400067 for a total consideration of Rs. _____ (Rupees _____ Only) exclusive of GST, stamp duty and registration charges.

II. ALLOTMENT OF GARAGES/COVERED PARKING SPACE(S):

Further, we hereby earmark and allot along with the said premises, garage(s) bearing No(s) _____ admeasuring _____ sq. ft./ covered car parking space(s) at _____ level basement/podium bearing Nos(s) _____ admeasuring _____ sq. mtrs. equivalent to _____ sq. ft./ stilt parking bearing No(s) _____, admeasuring sq. mtrs. equivalent to _____ sq. ft./ mechanical car parking unit 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. Receipt of part consideration:

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 and amount of Rs. in figures (Rupees. in words only) being _____ % of the total consideration value of the said unit as booking amount / advance payment on through mode of payment. The balance,_____ % of the booking amount / advance payment shall be paid by you in the following manner.

a) Rs. in figures (Rupees. in words only) on or before dd/mm/yy.

b) Rs. in figures (Rupees. In words only) on or before dd/mm/yy

c) Rs. in figures (Rupees. In words only) on or before dd/mm/yy

d) Rs. in figures (Rupees. In words only) on or before dd/mm/yy

Note: The total amount accepted under this clause shall not be more than 10% of the cost of the said unit.

a. The Schedule of payment agreed between us for the payment of the Sale consideration is as under time being of the essence. The balance _____% of the booking amount/ advance payment shall be paid by you in the stage wise manner as stated in **ANNEXURE-"A"** attached herewith

b. It is agreed that time is of essence of this allotment letter. You have further confirmed to us that an intimation forwarded by us to you that a particular stage of construction is commenced or completed shall be sufficient proof that the particular stage of construction is commenced or completed **30th June 2028**. However, it is agreed by you that the failure to receive notice from us requiring such payment shall not be plea or an excuse for non-payment of any amount or amounts on their respective dates.

III. DISCLOSURES OF INFORMATION:

We have made available to you the following information namely: -

a. 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 Maha RERA website.

b. 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

c. The website address of MahaRERA is http://maharera.mahaonline.gov.in.

IV. ENCUMBRANCES:

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

V. FURTHER PAYMENTS:

Further payments towards the consideration of the said flat/said premises 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.

VI. POSSESSION:

The said flat/said premises along with the garage(s)/covered car parking spaces(s) shall be handed over to you on or before **June,2028** 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.

VII. 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.

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

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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 IX (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.

IX. 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 XI hereunder written.

X. PROFORMA OF THE AGREEMENT FOR SALE AND BINDING EFFECT:

The proforma of the Agreement for Sale to be entered into between ourselves and yourselves shall be forwarded to yourselves once the same is prepared and finalized by the Advocates for the Developer. However, 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 XII.

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XI. 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 concerted 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. However, 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.

ii) On cancelation of the Allotment Letter, the Promoter shall be entitled to forfeit the amount paid by the Allottee or such amount and mentioned in the Table enumerated in Clause IX 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. The said period of 2 months can be further extended on our mutual understanding.

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 2 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 not exceeding _____% of the cost of the said flat/said premises 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 XII (iii) above is not refunded within _____ 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.

XII. 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/said premises thereafter, shall be covered by the terms and conditions of the said registered document.

XIII. HEADINGS:

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

Signature _____
Name: **M/S. TAMOS ASSOCIATES**
(Promoter(s)/ Authorized Signatory)
(Email Id.)
Date: _____
Place: _____

For TAMOS ASSOCIATES

Partner

CONFIRMATION & ACKNOWLEDGEMENT

We have read and understood the contents of this Allotment Letter and the Annexure. We hereby agree and accept the terms and conditions as stipulated in this allotment letter

Signature _____
Name _____
(Allottee/s)

For TAMOS ASSOCIATES

Partner

Date: _____
Place: _____

ANNEXURE-"A"

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 the 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 mete room, sub-station, receiving station.	
20.	Others	

Promoter / Authorized Signatory

For TAMOS ASSOCIATES

Partner

For TAMOS ASSOCIATES

Partner