ANNEXURE '1'
ALLOTMENT LETTER

No. _____- Date:

To,
Mr./Mrs./Ms. _____
_____;
_____;
_____.
Telephone/Mobile number : _____
Pan Card No. : _____
Aadhar Card Mo. : _____
Email lD : _____

Sub: Your request dated _____ ("**Application Letter**") for allotment of residential flats / units in the project known as "Gyan Gold Crest" having MahaRERA RegistrationNo. **_____**("**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 you, that you have been allotted a 1 (one) BHK residential flat/unit bearing No. _____ RERA Carpet area admeasuring _____ sq. mtrs., equivalent to _____ sq. ft. i.e. _____ sq. mtrs. situated on _____ floor (hereinafter referred to as "**the said Unit**") in the Project, being developed on a portion of land in total admeasuring approximately 13,674 square meters as per the Deed of Conveyance dated 7th December, 2001 and duly registered with the Sub-Registrar of Assurances, Bombay under serial No. BVJ/11208/2001 and 12,041.50 square metres as per Property Register Card and as per physical measurements situate, lying and being at Jogeshwari (East), Mumbai – 400 060, bearing CTS Nos. 45 and 48 of Village Majas, Taluka South Salsette or Taluka Andheri, Bombay Suburban District, for a total consideration of ₹

_____/- (Rupees _____ Only) exclusive of GST, stamp duty and registration charges 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, 1 (one) mechanical car parking space at ___ level basement/stilt/podium (hereinafter referred to as "**Car Parking**").

3. **Receipt of Part Consideration**:

We confirm to have received from you an amount of ₹_____/- (Rupees _____ _____ Only), (*this amount shall not be more than 10% of the cost of the said Unit*) being _____ % of the total consideration value of the said Unit as booking amount / advance payment on _____, through Cheque/NEFT/RTGS/IMPS/_____.

OR

3. Receipt of Part Consideration:

A. An amount of Rs. _____/- (Rupees _____only) to be paid to the Developer/ Promoter on execution and registration of this Agreement;

B. An amount of Rs. _____/- (Rupees _____only) to be paid to the Developer/ Promoter on Initiation of Excavation or ___ days from the date of execution of this Agreement;

C. An amount of Rs. _____/- (Rupees _____only) to be paid to the Developer/

Promoter on Initiation of Foundation or ___ days from the date of execution of this Agreement;

D. An amount of Rs. _____/- (Rupees _____only) to be paid on completion of Plinth;

E. An amount of Rs. _____/- (Rupees_____ _ _____only) to be paid on completion of 2nd Slab;

F. An amount of Rs. _____/- (Rupees_____ _ _____only) to be paid on completion of 4th Slab;

G. An amount of Rs. _____/- (Rupees_____ _ _____only) to be paid on completion of 6th Slab;

H. An amount of Rs. _____/- (Rupees_____ _ _____only) to be paid on completion of 9th Slab;

I. An amount of Rs. _____/- (Rupees_____ _ _____only) to be paid on completion of 12th Slab;

J. An amount of Rs. _____/- (Rupees_____ _ _____only) to be paid on completion of 15th Slab;

K. An amount of Rs. _____/- (Rupees_____ _ _____only) to be paid on completion of 18th Slab;

L. An amount of Rs. _____/- (Rupees_____ _ _____only) to be paid on completion of 21st Slab;

M. An amount of Rs. _____/- (Rupees_____ _ _____only) to be paid on completion of 24th Slab;

N. An amount of Rs. _____/- (Rupees_____ _ _____only) to be paid on completion of 27th Slab;

O. An amount of Rs. _____/- (Rupees_____ _ _____only) to be paid on completion of 30th Slab;

P. An amount of Rs _____/- (Rupees_____ _ _____only) to be paid on completion of Top Slab;

Q. An amount of Rs. _____/- (Rupees_____ _ _____only) to be paid on completion of walls, plaster, flooring, doors ;

R. An amount of Rs. _____/- (Rupees_____ _ _____only) to be paid on completion of sanitary fittings, staircase, lifts, lobbies;

S. An amount of Rs. _____/- (Rupees_____ _ _____only) to be paid on completion of external plumbing, electrical, external plaster, waterproofing;

T. An amount of Rs. _____/- (Rupees_____ _ _____only) to be paid on completion of lifts, water pumps, entrance lobby;

U. An amount of Rs _____/- (Rupees_____ _ _____only) to be paid on receipt of occupation certificate.

V. If you fail to make the balance _____% of the booking amount / advance payment within the time period stipulated above, further action as stated in Clause 8 hereunder written shall be taken by us 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 being displayed at the project site and also being 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, 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. **Further Payments**:

Further payments towards the consideration of the said Unit and Car parking Space 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.

6. **Possession**:

The said Unit along with/without the Car Parking shall be handed over to you on or before _____ subject to the payment of total consideration amount of the said Unit as well as the Car parking Space along with any other payment with respect to the said Unit including but not limited to Goods and Services Tax (GST), Stamp Duty and Registration charges or any other taxes/charges/fees applicable as per the prevailing law, development charges, club house charges, legal charges, Electric Meter charges, water meter charges, society formation charges, gas supply connection charges, etc. 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 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 2 % (two percent).

8. **Cancellation of Allotment**:

i) In case you desire to cancel the booking, an amount mentioned in the Table hereunder written[1] 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 the 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 to 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 amount with interest calculated at the rate which shall be the State Bank of India highest marginal cost of lending rate plus 2 % (two percent).

9. **Other Payments**:

You shall make the payment of Goods and Services Tax (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 on the MahaRERA website in terms of Clause 10 hereunder written.

10. **Proforma of the Agreement for Sale and Binding effect**:

[1] The amount deducted shall not exceed the amount as mentioned in the table above.

The proforma of the Agreement for Sale to be entered into between ourselves and yourselves is uploaded on the 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 11 hereunder written.

11. **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 office of the concerned Sub-Registrar of Assurances within a period of 2 months from the date of issuance of this letter or within such period as may be communicated to you. [2]The said period of 2 months can be further 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 offices of the Sub-Registrar of Assurances within the stipulated period 2 months from the date of issuance of this Allotment 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 8 herein 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 to in Clause 11 (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 2 % (two percent).

[2] In the event the booking amount is collected in stages and if that Allottee/s fails to pay the subsequent stage installment, the Promoters shall serve upon the Allottee/s a notice calling upon the Allottee/s to pay the subsequent stage installment within 15 (fifteen) days which if not complied with, 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 by the Allottee/s or such amount as mentioned in the Table enumerated in Clause 8 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.

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

13. **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, 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 be 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, shall for all intents and purposes be considered 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 info@gyangroup.co.in and not any other email ID.

14. **Headings**:

Headings are inserted for convenience only and shall not affect the

construction of the 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 : _____

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 M/s. Gyan S.P. Developers LLP

_____

ANNEXURE A

Stage wise time schedule of completion of the project

Sr no	Stages	Date of completion
1	Excavation	
2	Basement (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	lnstallation of lifts, water pumps, firefighting fittings and equipment, Electrical fittings, mechanical equipment, finishing to entrance lobby, plinth protection, paving of areas appurentant to building / wing, compound wall and all other requirements as may be required to complete project as per specifications in agreement of sale	
12	Internal roads & footpath, lighting	
13	Water supply	
14	Sewerage (Chamber, line, spectic 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 water meter room, sub-station, receiving station	
20	others	

For Gyan S.P. Developers LLP

Authorised Signatory