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MODEL FORM OF ALLOTMENT LETTER

Note:-

i) *For compliance of the provisions of clause (g) of sub-section (2) of section 4 of the Real Estate (Regulation and Development) Act, 2016 (the Act), the proforma of the allotment letter to be uploaded along with the application for registration of the real estate project shall be as per this model form of allotment letter.*

ii) *It shall be mandatory to issue allotment latter in this format whenever a sum not more than 10% (ten percent) of the cost of the apartment, plot or building as the case may be, is collected as deposit or advance.*

No. Date:

To,
Mr./Mrs./Ms……
R/o……
(Address)
Telephone/Mobile number……..
Pan Card No.:
Aadhar card No.:
Email ID:

91-9552069936
91-9422156852
A2- Tulip Apartment, behind gadre motors central park, Rajapeth, Amravati, Maharashtra 444601

Sub: Your request for allotment of plot in the project known as CASA Grand having MahaRERA Registration No (Applied).

Sir / Madam,

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

This has reference to your request referred to at the above subject. In that regard, I/We have the pleasure to inform that you have been allotted an apartment bearing No. …….. admeasuring …… sq. mtrs. Equivalent to …….. sq. ft. carpet area in the project known as CASA Grand, having MahaRERA Registration No. …….. , here in after referred to as "the said unit" carved out from the land bearing SR No. 29/1/ T, Mouza Saturna, district Amravati, State Maharashtra admeasuring…….. sq. mtrs for a total consideration of Rs……..(In figures) ……. (Rupees. In word only……) exclusive of GST stamp duty and registration charges.

2. **Allotment of garage/covered parking space(s):**

Further I/We have the pleasured to inform you that you have been allotted along with the said unit, Garage (s) bearing No(s) ……admeasuring ……sq. mtrs. equivalent to …… sq.ft. /covered car parking space(s) at……. level basement / podium bearing no(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.

OR

Allotment of open car parking:

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

3. <u>Receipt of part consideration:</u>

I/We confirm to have received from you an amount of Rs in figures (Rs in words only), (*This amount shall not be more than 10% of the cost of the set unit*) being …… % of the total consideration value of the said unit as booking amount / advance payment on……...(dd/mm/yyyy), through……..(mode of payment).

OR

<u>Receipt of part consideration:</u>

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 an amount of Rs. …….. (Infigures) (Rupeesin words …… only)being …. % Of the total consideration value of the said unit as booking amount/advance payment on ……. (dd/mm/yvyy),through…… (modeof 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) on or before ……..(dd/mm/yyyy)

    b. Rs…… (in figures) (Rupees in words) on or before ……..(dd/mm/yyyy)

    c. Rs…… (in figures) (Rupees in words) on or before ……..(dd/mm/yyyy)

    d. Rs…… (in figures) (Rupees in words) on or before ……..(dd/mm/yyyy)

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

B. 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 12 hereunder written shall be taken by us against you.

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

I/we have made available to you the following information namely:-

(i) The sanctioned plans, layout, along with specifications, approved by the competent authority 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 on annexure-A attached here with and

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

5. **Encumbrances**

I /We here by confirm that the said unit is free from all encumbrances and I/We here by further confirm that no encumbrances shall be created on the said unit.

6. **Further payment**

Further payment towards the consideration of the said unit as well as of the garage(s) / covered car parking space(s) shall be made by you, in the manner and at the time 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 garage (s) /covered car parking space(s) (if any) shall be handed over to you on or before …… 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 the agreement for sale to be entered into between ourselves and yourselves.

8. **Interest Payment**

In case of delay in making any payment, you shall be liable to pay interest at 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 here underwritten* would be deducted and the balance amount due and payable shall be refunded 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

- *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 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 GST, stamp duty and registration charges, as applicable and such other payment as more specifically mentioned in the agreement for sale, the proforma where of is enclosed here with 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 enclosed here with for your ready reference. Forwarding the proforma of the agreement for sale does not create a binding obligation on the part ourselves and yourselves of the mandate as states 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 2 months from the date of issuance of this latter or within such period as may be communicated to you*. The said period of 2 months can be further extended on our mutual understanding.

- *In the event the booking amount is collected in stages and if the allottee fails to pay the subsequent stage installment, the promoter shall serve upon the allottee a notice calling upon the allottee to pay the subsequent stage installment within 15(fifteen) days which if not complied, the promoter shall be entitled to cancel this allotment letter. On cancellation of the allotment letter the promoter shall be entitled to forfeit the amount paid by the allottee 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.*

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 months from the date of issuance of this latter or within such period as may be communicated to you, I/we shall be entitled to serve upon you 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 latter and further I/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.

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 Marginal Cost of Lending Rate plus two percent.

13. 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 unit there after, shall be covered by the terms and conditions of the said registered document.

14. 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)

(EmailId)

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)

Date: …….

Place: ……...

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Annexure-A

Stage wise time schedule of completion of the project

Sr. No.	Stages	Date of completion
1	Excavation	30.06.2023
2	Basement (if any)	NA
3	Podiums	NA
4	Plinth	30.09.2023
5	Stilt (if any)	31.03.2024
6	Slabs of super structure)	31.03.2025
7	Internal walls, internal plaster, completion of floorings, doors & windows	31.03.2026
8	Sanitary electrical and water supply fittings within said units	31.12.2026
9	Staircase, lifts wells and lobbies at each floor level overhead and underground water tanks	31.03.2026
10	External plumbing and external plaster, elevation, completion of terrace with water proofing	31.12.2026
11	Installation of lifts, water pumps, fire fighting, fittings & equipment, electrical fittings, mechanicalequipment, 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.	31.03.2027
12	Internal road and footpaths, Lighting	31.03.2027
13	Water supply	31.03.2027
14	Sewerage (Chamber, Lines, septic tank, STP)	30.06.2027
15	Storm water drains	30.06.2027
16	Treatment and disposal of sewage and sullage water	31.03.2028
17	Solid waste management and disposal	31.03.2028
18	Water conservation/ rain water harvesting	31.03.2028

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19	Electrcial meter room, substation, receiving station.	30.06.2028
20	Others (Competion certificate)	31.12.2028

Promoter(s)/Authorised

Signatory

Date:- 06/05/2023