ANNEXURE '1'

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 letter in this format whenever a sum not more than 10% (ten per cent) 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: Mo.:

Email ID:

Subject: Your request for allotment of flat / commercial premises / plot in the project known as **"NEW TOWN"**, having MahaRERA Registration No.: _____.

Sir/Madam,

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

   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 a _____ BHK flat / villa / bungalow / commercial premises bearing no. _____, admeasuring RERA Carpet area _____ sq. mtrs. equivalent to _____ sq.ft. situated _____ floor in Building / Tower / Block / Wing _____ *in* th*e* project known as **"NEW TOWN"**, having MahaRERA Registration No. _____, hereinafter referred to as "the said unit", being developed on land bearing Kh. No. 108; P.H. 63, Mouza - SHIRMI, Tah. – Katol, Distt. – Nagpur, admeasuring 8392.73 Sq. Mtrs. for a total consideration of Rs. _____ (Rupees _____ Only) exclusive of GST, stamp duty and registration charges.

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

   Further I / We have the pleasure 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.

3. **Receipt of part consideration:**

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 unit) / being ___ % of the total consideration value of the said unit as booking amount /advance payment on dated _____, 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 have been accepted by us and accordingly I / We confirm to have received from you and amount of Rs. _____/- (Rupees _____ Only) being ____% of the total consideration value of the said unit as booking amount / advance payment on dated _____, though _____(mode of payment). The balance ___% of the booking amount / advance payment shall be paid by you in the following manner:
   a) Rs. _____/- (Rupees _____ Only) on or before _____ dated.
   b) Rs. _____/- (Rupees _____ Only) on or before _____ dated.
   c) Rs. _____/- (Rupees _____ Only) on or before _____ dated.
   d) Rs. _____/- (Rupees _____ Only) on or before _____ dated.

   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 period stipulated above further action as stated in Clause 12 hereunder written shall be taken by us as against you.

4. **Disclosure of Information:**

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

i. The sanctioned plans, layout plans, 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 in Annexure - A attached herewith and

iii. The website address of MahaRERA is

https://maharera.mahaonline.gov.in

5. Encumbrances:

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

OR

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

a)

b)

6. **Further payments:**

Further payments 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 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. **Possession:**

The said unit along with the garage(s)/covered car parking spaces(s) 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 in the agreement for sale to be entered into between ourselves and yourselves

8. **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.

9. **Cancellation of allotment:**

a. 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 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.

b. 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 pavement:**

You shall make the payment of GST, stamp dug 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. **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 herewith for your ready reference. Forwarding the proforma of the agreement for sale does not create a binning obligation on the part of ourselves and yourselves until compliance by yourselves of the mandate as stated 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 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.

* In the event the booking amount is collected in stages and if the allottees fail to pay the subsequent stage installment, the promoter shall serve upon the allottees a notice calling upon the allottees to pay the subsequent stage

installment within 15 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 allottees or such amount as mentioned in the Table enumerated in Clause 9 whichever is less. In no event the amount to the forfeited shall exceed the amount mentioned in the above referred table. Except for 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 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 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 highest 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 thereafter 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)

(Email Id.)

Date: _____

Place: _____

CONFIRMATION AND 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 condition as stipulated in this allotment letter.

Signature----------

Name----------

(A1lottee/s)

Date :

Place :_____

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 wall, internal plaster, completion of flooring, doors and windows.	
8	Sanitary electrical and water supply fittings with 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 fitting and equipments, electrical fitting , mechanical equipments, finishing to entrance, lobby/s plinth protection, paving of areas, appurtenant to building/wings, compound wall and all other requirements as may be required to complete project as per specification in agreement of sale, any other activities.	
12	Internal roads and footpaths, lighting	
13	Water Supply	
14	Sewerage (chamber, lines, septic tanks, STP)	
15	Storm water drains	
16	Treatment and disposal of sewage and sullage water	
17	Solid waste management and disposal	
18	Water conservation/ rain water harvesting	
19	Electrical meter room, substation, receiving station	
20	Others	

Promoter (s) / Authorized

M/s. Sri Balaji Developers