

LETTER OF ALLOTMENT

No.

Date: -

To,
M/s. K. K. Associates
49, Dulabai Kachore Layout,
Reliance Fresh Road, Manish Nagar,
Nagpur - 15
PAN Card: - AAYFK3376P

Sub: Your request for allotment of flat/commercial premises/plot in the project known as Divyam Apartments, having MAHA RERA 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 _____ plot bearing No. admeasuring RERA Carpet area sq. Mtrs equivalent to _____ sq. Mtrs. in the project known as "**Divyam Apartments**", having MAHA RERA Registration No _____, hereinafter referred to as "the said unit", being developed on the land bearing C.S. No(s) _____ /CTS No(s)/Final Plot(s) Plot No. 133, Survey No(s). / Hissa No(s) _____ /Gat No(s) _____ / **Survey/Khasra No. 71, 72, & 73, P.S.K. 9**, bearing City Survey No.2098/203, Sheet No. 40 situated at **Mouza – Khamla** in Taluka and District - Nagpur, 440025 admeasuring _____ Sq. Mtrs. For a total consideration of Rs. _____ (Rupees _____ only) exclusive of GST, Stamp Duty and registration charges.

2. Allotment of Parking Space(s): -

Further I/ we have the pleasure to inform you that you have been allotted along with the said unit, garage/covered car parking space at _____ level basement/ podium/stilt/mechanical car parking unit bearing No. _____ admeasuring sq. ft. having _____ ft. length x _____ ft. breath x _____ ft.

vertical clearance on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

OR

2. 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. _____ having _____ ft. length x _____ ft breadth without consideration."

3. Receipt of Part Considerations:

I/We confirm to have received from you the amount of Rs. _____ (in figures) (Rupees _____ in words 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 _____ (dd/mm/yyyy) through _____ (mode of Payment). The above payment received by me/us have been deposited in RERA Designated Collection Bank Account 10205866905, Branch Byramji Town Nagpur having IFS Code IDFB0042504, situated at _____ Upper Ground Floor, Plot No 25 Sunder Pride, Chitnavis Layout, Byramji Town, Sadar, Jaripatka, Nagpur - 440013

In addition to the above bank account, I/ we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 10205866869 and 10205866949 respectively.

Note For projects where promoters have Area Share, the three bank accounts of the project of all promoters shall be listed. For projects where promoters have Revenue Share the three bank accounts of all promoters as well as the RERA Designated Master Bank Account of the Project shall be listed.

OR

3. Receipt of Part Considerations:

A. You have requested us to consider payment of booking amount/ advance payment in stages which request has been accepted by us and accordingly I/We received from you and amount of Rs. _____ (in figure) (Rupees _____ in words only) being ____% total consideration value of the said unit as booking amount/advance payment on _____ (dd/mm/yyyy) through _____ (mode of Payment). The Balance ____ % of booking amount/advance shall be paid by you in the following manner –

- a) Rs. _____ (in figure) (Rupees _____ in words) only on before _____ (dd/mm/yyyy)
- b) Rs. _____ (in figure) (Rupees _____ in words) only on before _____ (dd/mm/yyyy)
- c) Rs. _____ (in figure) (Rupees _____ in words) only on before _____ (dd/mm/yyyy)
- d) Rs. _____ (in figure) (Rupees _____ in words) only on 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 as against you.

C. The above payment received by me/us have been deposited in RERA Designated Collection Bank Account 10205866905, Branch Byramji Town Nagpur having IFS Code IDFB0042504, situated at
Upper Ground Floor, Plot No 25 Sunder Pride, Chitnavis Layout, ByramjiTown, Sadar, Jaripatka, Nagpur - 440013

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have Revenue Share the three bank accounts of all promoters as well as the RERA Designated Master Bank Account of the Project shall be listed.

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 at the project site and have also been uploaded on MahaRERA website.
- ii. The stage wise time schedule of the 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 of MahaRERA is [https:// maharera.mahaonline.gov.in/#](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.

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 on the terms and conditions as more specifically enumerated/ stated in the agreement for sale to be entered into between us and yourselves.

7. **Possession:**

The said unit along with the garage(s)/covered car parking space(s) handed over to you on or before _____ subject to the payment 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 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 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 16-30 days from issuance of the allotment letter	1% of the Cost of the said Unit
3.	Within 31- 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 mentioned in the table above.

- ii. In the event the amount due and payable referred to in Clause 9i. 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 an interest calculated at a 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. Proforma for agreement for sale and binding effect:

The Proforma for the agreement for sale to be entered into between yourselves and us 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 the 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 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 even the booking amount is collected in stages and 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 the 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 does the amount to be forfeited shall exceed the amount mentioned in the above referred Table. Except for the above, all the terms and conditions mentioned in this allotment letter shall be applicable even for the cases where booking amount is collected in stages.

- ii. If you fail to execute the agreement for sale the agreement for sale and appear for registration of the same before the concerned Sub - Registrar within a period of 2 months from the 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 the 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 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 expiry of the notice period, you shall be entitled to receive the balance amount with interest calculated at a rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.

13. **Validity of the allotment letter:**

This allotment letter shall not be construed to limit your rights and interests upon the execution and registration of the agreement for sale between us and yourselves. Cancellation of the 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 the convenience only and shall not affect the construction of the various Clauses of this allotment letter.

Signature: 
Name: M/s K. K. Associates

(Through its Partner Shri. Amit Kashinathji Dhage)

Email Id:

Place: Nagpur

Date:

CONFIRMATION AND ACKNOWLEDGEMENT

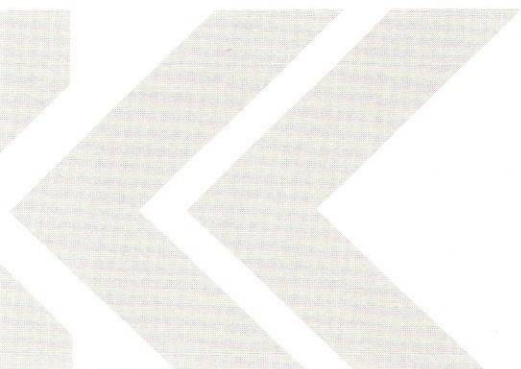
I/We have read and understood the contents of this allotment letter and Annexure. I/We hereby agree and accept the terms and conditions as stipulated in this allotment letter.

Signature:

Name:
(Allottee/s)

Date:

Place:



ANNEXURE - A.

Stage wise time schedule of completion of the Project –

Sr.N o	Stages	Date of Completion
1.	Excavation	-
2.	Basement (if any)	-
3.	Podiums (if any)	-
4.	Plinth	-
5.	Stilt (if any)	-
6.	Slabs of the 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, lift wells and lobbies for each floor level overhead and underground water tanks	-
10.	External plumbing and external plaster, elevation, completion of terraces with water proofing	-
11.	Installation of lifts, water pumps firefighting fittings and equipment, electrical fittings, mechanical equipment, finishing to the entrance, lobby/s, plinth protection paving of the areas appurtenant to building/wing, compound wall and all other requirements as may be required to complete project as per specifications in agreement for 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 sewerage and sullage water	-
17.	Solid waste management and disposal	-
18.	Water conservation/rainwater harvesting	-



Office : 3rd Floor, Golden Palace, Beside Sudama Talkies,
Dharampeth, Nagpur - 440010
Branch Office : 301, Aman's Serenity Complex, Chaoni T- Point,
Sadar, Nagpur-13
Contact : 9561144926, 9860646297

19.	Electrical meter room, sub - station, receiving station	-
20.	Others	-

K. K. ASSOCIATES
PARTNER

Promoter(s)/Authorized Signatory