SHIV INFRA

Construction & Developers

Add: Gut No. – 60,58, Plot No-31, Shendra (J). Tq. Dist. – Chh Sambhaji Nagar (MH) – 431001

Mobile No-9891227201, Email ID-shivinfra@gmail.com, Prop, Balu Punjaram Agale

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MAHARASHTRA REAL ESTATE REGULATORY AUTHORITY

Date: 01/07/2022

No. MahaRERA/Secy/File No.27/ 164/2022

Order No.31/ 2022

Sub: - Submission of proforma of the allotment letter and agreement for sale at the time of registration of a real estate project in compliance of Clause (g) of Sub-section 2 of Section 4 of the Real Estate (Regulation and Development Act, 2016.

Whereas, Government of India has enacted the Real Estate (Regulation and Development) Act,2016. (the Act) and all sections of the Act have come into force with effect from 01.05.2017.

And whereas, the Government of Maharashtra vide Notification No.23 dated 08.03.2017 has established the Maharashtra Real Estate Regulatory Authority, hereinafter referred to as "MahaRERA" or as "the Authority".

And whereas, the Government of Maharashtra has also notified the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and

Disclosures on Website) Rules,2017 (the Rules) for carrying out the Provisions of the Act.

And whereas, the Authority has notified the Maharashtra Real Estate Regulatory Authority (General) Regulations, 2017 (Regulations) to carry out the Purposes of the Act.

And whereas, under Section 34 of the Act, one of the function of the Authority is to register and regulate real estate Projects and real estate agents registered under the Act.
And whereas, the Authority under Section 37 of the Act, and Regulation 38 of the Regulations is vested with the Powers to issue directions to the promoters, real estate agents and allottees from time to time as it may consider necessary.

And whereas, the Chairperson MahaRERA is vested with the Powers of general superintendence and directions in the conduct of the affairs of MahaRERA under Section 25 of the Act.

And whereas, Sub-rule (1) of Rule 10 of the Rules states that for the purpose of Subsection 2 of Section 13 of the Act the agreement for sale shall be in conformity with the provisions of the Act, the Rules and Regulations made thereunder and shall be in accordance with the model form of agreement at Annexure 'A'.

And whereas, Sub-rule (2) of rule 10 of the Rules states that any application letter, allotment letter or any other document signed by the allottee, in respect of apartment, plot or building, prior to the execution and registration of the agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale under the act or Rules and Regulations made there under.

And whereas, Clause (g) of sub-section 2 of section 4 of the Act mandates every promoter to upload along with the application made to MahaRERA for registration of a real estate project, the proforma of allotment letter, agreement for sale and the conveyance deed proposed to be signed with the allottees.

And whereas, every promoter at the time of the booking and issue of allotment letter shall be responsible to make available to the allottee the information as more specifically mentioned in sub-section 3 of Section 11 of the Act.

And whereas, considering the provisions of the Act the Rules and Regulations made thereunder as well as the salutary purpose of the Act, MahaRERA, had constituted a committee under the Chairmanship of Member-1, MahaRERA with representatives from self-Regulatory Organization of promoters and Mumbai Grahak Panchayat as its members in order to formulate and finalize a model allotment letter.

And whereas, The committee after due deliberations, having considered the suggestion and objections received from stakeholders as well as the provisions of the Act, the Rules and Regulations made thereunder had finalized the model allotment letter and the same was brought into force pursuant to approval of the Authority by MahaRERA Order no. 30/2022 bearing No. MahaRERA/Secy/File No.27/136/2022, dated 03.06.2022.

And whereas, considering that clauses 3 and 12 of the model allotment letter required certain modification, on the required modification being undertaken, the amended model allotment letter was brought into force pursuant to the approval of Authority by MahaRERA Order No.31/2022 bearing No. MahaRERA/Secy/File No.27/164/2022 dated 01.07.2022.

And whereas, in view of representations received from various stake holders to permit certain amendments and changes in the model allotment letter, in view of the differing circumstances of different properties offered for sale, the Authority, in the interest of transparency and fair dealing, permitted amendments to be made in the model allotment letter on the condition, that deviations are brought to the notice of the allottees in simple and understandable language thus provisions flexibility in the conduct of business, ensure information symmetry as also to enable the allottees to make an informed decision.

And whereas, the above-referred decision has been incorporated in MahaRERA Order No. 35/2022 bearing No. MahaRERA/Secy/File No. 27/22/2022 dated 12.08.2022 wherein the model allotment letter was annexed as Annexure 'I'.

And whereas, the Authority by and under Order No. 54/2024 dated 29.04.2024, has directed that the relevant clauses regarding parking, in the proforma of the allotment letter and the agreement for sale shall stand modified and substituted as more specifically enumerated in the Annexure annexed to the said Order.

And whereas, it was further made clear in the MahaRERA Order bearing No. 54/2024 dated 29.04.2024, that the clauses to be incorporated in the manner as stated in the Annexure thereof shall be considered as non-negotiable clauses and that the Authority would take such action a enumerated in MahaRERA Order No. 38/2022 dated 13.12.2022, in the event the modified clauses relating to parking are not incorporated in the proforma of the allotment letter and the agreement for sale or in the allotment letter issued or in the agreement for sale executed between the promoter and the allottees or if the same are subsequently modified.

And whereas, the Authority has issued certain directions in the matter of maintenance and operation of bank accounts of registered real estate projects

and the said direction have been brought into force by and under MahaRERA Order No. 56/2024 bearing No. MahaRERA/Secy/ File No. 27/399/2024 dated 27.06.2024.

And whereas, the Authority has issued certain directions in the matter of facilities / amenities to be provided by promoters for real estate projects and the said direction have been brought into force by and under MahaRERA Order No. 57/2024 bearing No. MahaRERA/Secy/File No. 27/469/2024 dated 30.07.2024

ANNEXURE '1'

MODEL FORM OF ALLOTMENT LETTER

Notes-

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 percent) of the cost of the apartment, plot or building as the case may be, is collected as deposit or advance.

No. Date: 23/12/2024

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

Sub: Your request for allotment of flat / commercial premises/plot in the project known as **Shivamrut Residency**, having MahaRERA Registration No ____**NA**_____

Sir/Madam,

1. **<u>Allotment of the said unit:</u>**

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 on _____floor in Building _____/ Tower _____/Block _____/Wing _____ in the project known a **Shivamrut Residency**, having MahaRERA Registration No.**NA** hereinafter referred to as "the said unit", being developed on land bearing Final **Plot no. 31**/Khasra No(s) _____/Plot No(s)_____lying and

being at **Gut no. 60, Gut no. 58 At,** Taluka **Aurangabad,** Dist. **Aurangabad** admeasuring **2287.85 sq. mtrs**. for a total consideration of Rs. __ (in figures) _____ (Rupees. _____ (in words) _____only) exclusive of GST, stamp duty and registration charges.

OR

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 you that you have been allotted a _____sq.ft. in the project known a **Shivamrut Residency**, having MahaRERA Registration No.**NA** hereinafter referred to as "the said unit", carved out from the land bearing Final **Plot no. 31**/Khasra No(s) _____/Plot No(s)_____lying and being at **Gut no. 60, Gut no. 58 At Shendra JH,** Taluka **Aurangabad**, Dist. **Aurangabad** admeasuring **2287.85** sq. mtrs. for a total consideration of Rs. __ (in figures) _____ (Rupees. _____ (in words) _____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/ 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

1. **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. breath x _____ ft without consideration**.**

2. **Receipt of part consideration:**

3. I / we confirm to have received from you an 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, **120032528652 Canara Bank Shendra MIDC SME,** Branch having IFSC Code **CNRB0005200** situated at **1st Floor Arukrupa Complex Jalna Road Kumbhephal Shendra MIDC Aurangabad Shendra Maharashtra-431154**. 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. ___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 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 _____ (dd/mm/yyyy) ____, 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/yyyy) _____.
b) Rs. _____ (in figures) _____ (Rupees. _____ (in words) _____only) on or before _____ (dd/mm/yyyy) _____.
c) Rs. _____ (in figures) _____ (Rupees. _____ (in words) _____only) on or before _____ (dd/mm/yyyy) _____.
d) Rs. _____ (in figures) _____ (Rupees. _____ (in words) _____only) 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 as against you.

C.) The above payment received by me/us have been deposited in RERA Designated Collection Bank Account **120032528652** **Canara Bank** **Shendra MIDC SME** Branch having IFSC Code **CNRB0005200** situated at **1st Floor Arukrupa Complex Jalna Road Kumbhephal Shendra MIDC Aurangabad Shendra Maharashtra-431154**. 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. **120032518813** and **120032436539** 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.

4. Disclosures 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 has 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

5.Encumbrances:

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

a)

b)
c)

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 payments:**

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 allotments:**

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.

* The amount deducted shall not exceed the amount as mentioned in the table

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.

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 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 binding 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 sail 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 he 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. ln 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 letter or within such period as may be communicated to you, l/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. ln 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. <u>Validity of allotment letter:</u>

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. <u>Headings:</u>

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

For Shiv Infra

SHIV INFRA

Proprietor

Balu Punjaram Agale
(Partner)
Email Id :
Date: 23/12/2024
Place: Aurangabad

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 conditions as stipulated in this allotment letter.

Signature----------
Name----------
(Allottee/s)

Date: ----------
Place: ----------

Annexure – A

State wise time schedule of completion of the project "**Shivamrut Residency**"

Sr. No.	Stages	Date of completion
1	Excavation	0.00
2	Basements(if any)	0.00
3	Podiums(if any)	0.00
4	Plinth	0.00
5	Stilt(if any)	0.00
6	Slabs of super structure	0.00
7	Internal walls, internal plaster, completion of flooring, doors and windows	0.00
8	Sanitary electrical and water supply fittings within the said units	0.00
9	Staircase, lifts wells and lobbies at each floor level overhead and underground water tanks	0.00
10	External plumbing and external plaster, elevation, completion of terraces with waterproofing.	0.00
11	Installation of lifts, water pumps, firefighting fittings and 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 specifications in agreement of sale, any other activities	0.00
12	Internal roads and footpaths, lighting	0.00
13	Water supply	0.00

14	Sewerage (chamber,lines,septic tank,STP)	0.00
15	Storm water drains	0.00
16	Treatment and disposal of sewage and sullage water	0.00
17	Solid waste management and disposal	0.00
18	Water conservation / rain water harvesting	0.00
19	Electrical meter room, sub-station, receiving station.	0.00
20	others	0.00

For Shiv Infra

SHIV INFRA

Proprietor

Balu Punjaram Agale
(Proprietor)