NIRMITI BUILDERS & DEVELOPERS

Konark Arcade, 209-210, Second Floor, Near Bhiwandi Corporation Head Office,
Opp. Tahsildar Office, Bhiwandi-421302.
(9922272200), nirmitibuild@gmail.com

Ref. No. NBD/2024/09

Date: 20/01/2024

ANNEXURE '1'
MODEL FORM OF ALLOTMENT LETTER

Note: (i)forcompliance of the provisions of clause (g) of sub-section (2) of section 4 of the test Estate (Regulation and Development Act, 2006 (the Act), the proforma of the allotment letter to be uploaded along with the application 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 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.

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

Sub: Your request for allotment of Flat / commercial premises /plot in the project known as **"SURAJ ORCHID"**, having MahaRERA RegistrationNo _____

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 on_____floor in Building _____"SURAJ ORCHID" / Tower_____ /Block_____ Wing _____*in* the project known as "SURAJ ORCHID , having MahaRERA Registration No. _____ hereinafter referred to as "the said unit", being developed on land plot bearing **Survey No 115/6,116/3/A, Plot No.3, At Mauje Asangaon ,Taluka Shahpur, Dist-Thane-421601** admeasuring _____sq. mtrs. for a total consideration of Rs_____(Rupees_____only) exclusive of GST, stamp duty and registration charges.

OR

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 a plot bearing No.____ _____admeasuring sq. mtrs. equivalent to___sq. ft. in the project known as "**SURAJ ORCHID",** having MahaRERA Registration Mo_____, hereinafter referred to as "the said unit" carved out from the land **Survey No 115/6,116/3/A, Plot No.3, At Mauje Asangaon ,Taluka Shahpur, Dist-Thane-421601** 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(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. mtrsequivalent 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 Yourself. an

OR

Further I/We have the pleasure to inform you that you have been allotted an open car parking bearing No.___without consideration.

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 dd/mm/yyyy, through_____ _____

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/

.Encumbrances:

1/ 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 **31 DEC 2024** 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:

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 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. 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 payment:

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 126.

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.

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 front the date of issuance of this letter or within such period as may be communicated to you, 1/ 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 total 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 toreceive 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.

For Nirmiti Builders & Developers

Signature ... .

Partner

PROMOTER OF PROJECT : M/s NIRMITI BUILDERS & DEVELOPERS.

Through its partner Mr. VISHAL VIJAY PATIL

NAME OF THE PROJECT : SURAJ ORCHID

(Promoter(s)/ Authorized Signatory)

Date:
Place: ASANGAON

CONFIRMATION & ACKNOWLEDGEMENT

1/ We have read and understood) the contents o1 this allotment letter and the Annexure. 1/ We hereby' agree and accept the terms and conditions as stipulated in this allotment letter.

Signature_____

Name_____

(Allotee/s)

Date

Place

Annexure - A

Stage wise time schedule of completion of the project

Sr. No.	Stages	Date of Completion
2.	Excavation	
2.	Basements (if any)	
3.	Podiums (if any)	
4.	Plinth	
S.	Stilt (if any)	
6.	Slabs o1 super structure	
7.	Internal walls, internal plaster, completion of floorings, doors and windows	
8	Sanitary clectrical water supply fittings within the said unit	
9.	Staircase, lifts wells and lobbies at each floor level overhead and underground water tasks	
10.	External plumbing and external plaster, elevation, completion of terraces with waterproofing.	
II.	Installation of lifts, water pumps, firefighting fittings and equipment, electrical fittings, mechanical equipment, finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to building / wing, compound wall arid all other requirements as may be required to complete project as per specifications in agreement of sale, any other activities.	
12.	Internal roads & footpaths, lighting	
13.	Water supply	
14.	Sewerage (chamber, lines, septic tank, STP)	
	Storm water drains	
	Treatment and disposal of sewage and sullage water	
17.	Solid waste management & disposal	
18.	Water conservation / rain water harvesting	
19.	Electrical meter room, sub-station, receiving station.	
20.	Others	