NILAYA ENTERPRISES

BUILDERS & DEVELOPERS

5, J.M. Darshan, Opp. Ganesh Tea Shop, Shiv Mandir Road, Dombivli (E), Dist. Thane, Pin-421 201.

MODEL FORM OF ALLOTMENT LETTER

No.

To, Date:-

Mr/Mrs./Ms._____

R/o _____

_____

Mob - +91 _____

Pan Card No: _____

Aadhar Card No.: _____

Email ID: _____

Sub: Your request for allotment of flat / commercial premises /plot in the project known as **DEVANSH HEIGHTS**, 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, 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___Inthe Project known as **DEVANSH HEIGHTS**,__Having MahaRERA Registration No._____, hereinafter referred to as "the said unit", being developed on land bearing **Survey No. 59/ 4 / P , Plot No. 11, Village- G.B.Patharli, Dombivali (East), Taluka-Kalyan, District-Thane, Pin-421201., Taluka-Kalyan, District-Thane, Pin-421201., Taluka :- kalyan** admeasuring _____ sq. mtrs. for a total consideration of Rs._____/- figures (Rupees. _____ only) exclusive/inclusive of GST, stamp duty and registration charges.

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2. **Allotment of parking space(s):**

Further 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.mter. 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

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:**

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.

4. **Disclosures of information**

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:**

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

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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:**

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.II.

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.	Within 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.

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III. 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 Indiahighest 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 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 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

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payable shall be refunded without interest within 45 days from thedate 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.

Name :
EMAIL :
Date :
Place : dombivali

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Confirmation and Acknowledgement

I/We have read and understood the content 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 .....
(Allotes)

Date.....
Place.....

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" DEVANSH HEIGHTS "

ANNEXTURE – A

Stage Wise time schedule of completion of the project :

Sr. No.	Stages	Date of Completion
1.	Excavation	20/11/2023.
2.	Basement (if any)	N.A.
3.	Podiums (if any)	N.A.
4.	Plinth	20/01/2024.
5.	Stilt (if any)	20/02/2024.
6.	Slabs of super structures	30/10/2024.
7.	Internal walls, internal plaster, completion of floorings, doors, and windows	30/04/2025.
8.	Sanitary electrical and water supply fittings within the said units	30/06/2025.
9.	Staircase, lifts wells and lobbies at each floor level overhead and underground water tanks	30/07/2025.
10.	External plumbing and external plaster, elevation, completion of terraces with waterproofing	30/10/2025.
11.	Installation of lifts, water pumps, firefighting and equipment, electrical fittings mechanical 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.	30/12/2025.
12.	Internal roads & footpaths , lighting	N.A.
13.	Water supply	30/02/2026.
14.	Sewerage (chamber, lines, septic tank , STP)	30/03/2026.
15.	Storm water drains	N.A.
16.	Treatment and disposal of sewage and sullage water	N.A.
17.	Solid waste management & disposal	N.A.
18.	Water conservation / rain water harvesting	30/06/2026.
19.	Electrical meter room, sub – station , receiving station	30/06/2026.
20.	Others	N.A.

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