ANNEXURE I

MODEL FORM OF ALLOTMENT LETTER

No. Date:

To,

Mr/Mrs/Ms……..

R/o……...

(Address)

Telephone/Mobile number…….

Aadhar Card No.

Pan Card.

Email ID.

Sub: Your request for allotment of flat in the Building namely "90 NIRVAANA" having MahaRERA Registration No

Sir/Madam,

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

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/ commercial premises bearing No……..., area admeasuring ___ sq.mtrs RERA carpet equivalent to _____ sq.ft. situated on ….. floor in Building namely "**90 NIRVAANA"** having MAHA RERA Registration No _____…(hereinafter referred to as "**the said Flat**) being developed on land bearing CTS No. 184 pt, Village Ghatkopar, Taluka Kurla situated at Pant Nagar, Ghatkopar East, Mumbai-400075 . for a total consideration of Rs…… (Rupees…… Only) which is exclusive of GST, stamp duty and registration charges.

2. **Allotment of Car Parking Space**

Further I/we have the pleasure to inform you that you have been allotted along with the said Flat __ Car Parking Space 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 consideration:**

I/ we confirm to have received from you an amount of Rs _____ (Rupees_____only), being _____% of the total consideration value of the said Flat as booking amount/ advance payment on _____,through _____mode of payment .

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 like water, sanitation and electricity is as stated in Annexure. A attached herewith and

iii. The website address of MahaRERA is

https://maharera.mahaonlinegov.in/#

5. **Encumbrances:**

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

6. **Further payment:**

Further payment towards the consideration of the said Flat along with __ Car Parking Space shall be made by you, in the manner and at the times as well as one 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 Flat along with ___ Car Parking Space shall be handed over to you on or before _____ subject to the payment of the consideration amount of the said Flat along with one Car Parking Space 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 Flat
3.	Within 31 to 60 days from issuance of the allotment letter;	1.5% of the cost of the said Flat
4.	After 61 days from issuance of the allotment letter;	2% of the cost of the said Flat

ii. In the event the amount due and payable in Clause 9 (i)above is not refunded within 45 days from the date of receipt of your letter requesting to cancel 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..

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 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 days which if not compiled. 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 Flat 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 Flat 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/Authorised Signatory)

Email id

Date:

Place:

Confirmation and Acknowledgment

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

Date

Place

Annexure A

Stage Wise time schedule of Completion of the Project

Sr. No.	Stages	Date of Completion
1.	Excavation	
2.	Basements (if any)	
3.	Podiums (if any)	
4.	Plinth	
5.	Stilt (if any)	
6	Slabs of 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, 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 fittings 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.	
12	Internal roads and footpaths, lighting	

13	Water supply	
14	Sewerage(Chamber, Lines, septic tank, 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, sub-station, receiving station.	
20	Others	