

ANNEXURE 'I'
MODEL FORM OF ALLOTMENT LETTER

- Note :- 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 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 per cent) of the cost of the flat,shop, apartment, plot or building as the case may be, is collected as deposit or advance.*

No.

Date :

To,

Mr. Shivshankar R. Kabade
 R/o. (Address)
 B/106, Makwana Complex, Veer Savarkar Marg
 Virar (East), Taluka Vasai, Dist. Palghar-401305
 Mobile number 9049197755
 Pan Card No. ALEPK1561B
 Aadhaar Card No. 7065 24637980
 Email ID :

Sub : Your request for allotment of Flat/Shop/commercial premises/plot in the project **Bungalow, Row-House, ABCDE** known as “**NATHERN VILLAS,**”, being constructed on portion of N.A. land bearing Survey No. 109, Hissa No. 1/A Admeasuring Ares 4270 Square meters, Assessed at Rs.0.20.0 Paise, lying, being and situate at Village **DONGARE** Chikhal Dongari Road, Virar (West), Taluka Vasai, District Palghar, within the area of Joint Sub-Registrar Class-2 at Vasai No. 1 to 6 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, 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 the **Bungalow, Row-House, ABCDE** known as “**NATHERN VILLAS,**”, having MahaRERA Registration

No. _____, hereinafter referred to as "the said unit", being developed on forming part of N.A. land bearing Survey No. 109, Hissa No. 1/A Admeasuring Ares 4270 Square meters, Assessed at Rs.0.20.00 Paise, lying, being and situate at Village DONGARE Chikhal Dongari Road, Virar (West), Taluka Vasai, District Palghar, admeasuring _____ square meters for a total consideration of Rs. _____/- (Rupees _____ in word _____ 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 that you have been allotted along with the said unit, garage/covered car parking space at _____ level basement/podium/stilt/mechanical car parking unit No. _____, admeasuring _____ Sq.ft. having _____ ft. length x _____ ft. breath x _____ ft. vertical on the terms and conditions as shall be enumerated in the agreement for sale to be entitled into between ourselves and yourselves.

OR

2. Allotment of open car parking :

Further, I/we have the pleasure to inform that you have been allotted an open car parking No. _____ having _____ ft. length x _____ ft. breath 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 _____ through _____. The above payment received by me/us have been deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____, situated at _____. In addition to the above bank account, I/we have opened in the same bank, RERA Designation Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.

OR

3. Receipt of part consideration :

- A.** You have requested me/us to consider payment of the booking amount / advance payment in stages which request has been accepted by me/us and

accordingly I/We confirm to have received from you an amount of Rs. _____/- (Rupees _____ only), being _____% of the total consideration value of the said unit as booking amount/advance payment on _____ through _____. The balance _____% of the booking amount / advance payment shall be paid by you in the following manner.

- a) Rs. _____/- (Rupees _____ only) on or before _____
- b) Rs. _____/- (Rupees _____ only) on or before _____
- c) Rs. _____/- (Rupees _____ only) on or before _____
- d) Rs. _____/- (Rupees _____ only) on or before _____

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 me/us as against you.
- C.** The above payment received by me/us have been deposited in RERA Designated Collection Bank Account, _____ Bank, _____ Branch having IFS Code _____, situated at _____. In addition to the above bank account, I/we have opened in the same bank, RERA Designation Separate Bank Account and RERA Designated Transaction Bank Account having Account No. _____ and _____ respectively.

4. Disclosures of information :

I/We have made available to you the following information namely:-

- i) The sanction 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 state 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://maharea.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/hereby confirm that the said unit is free from all encumbrance, and I/We hereby further confirm that no encumbrance 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) Not Applicable
- 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 space(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 Leading 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.

- 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 Leading 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 the 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.

** 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 be 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. In 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 case where booking amount is cancelled in stages.*

- ii) If you fails 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 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) 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 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 registration document.

14. Headings :

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

15. Real Estate Agent:

A. In case the transaction being executed by this agreement between the Promoter and the Allottee/s is/are facilitated by a Registered Real Estate Agent, all amount (Including Taxes) agreed as payable remuneration/fee/charges for services/commission/brokerage to the said Registered Real Estate Agent, shall be paid by the Promoter/Allottee/both, as the case may be, in accordance with the agreed terms of payment.”

Signature :
Name :
(Promoter(s)/ Authorized Signatory)
Email Id.)

Date :
Place :

CONFIRMATION & 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 : Mr. Shivshankar R. kabade
(Allottee/s)

Date :
Place :

Annexure – A

Stages wise time schedule of completion of the project

Sr.No.	Stages	Date of Completion
1.	Excavation	
2.	Basements (if any)	
3.	Podium (if any)	
4.	Plinth	
5.	Stilt (if any)	
6.	Slabs of super structure	
7.	Internal walls, internal plaster, completion of flooring, 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 fitting, 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 & 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 & disposal	
18.	Water conservation / rain water harvesting	
19.	Electrical meter room, sub-station, receiving station.	
20.	Others	

Promoter (s)/Authorized

Signatory