

No.

Date:

To,

Mr/Mrs./Ms. [_____]

R/o. [_____]

(Address)

Telephone/ Mobile number: [_____]

Pan Card No.:

Aadhar Card No.:

Email ID:

Sub: Your request for allotment of Unit No _____ in the project known as _____ 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 unit no. _____ admeasuring RERA Carpet Area _____ square metres and with details as per Annexure A hereinafter referred to as "**the said unit**" or "**Unit**", being developed on Project Land as per Annexure A, forming part of the Ensaara Property in Village: Mouza Pipla, P. H. NO. 38, Tahsil Nagpur (Gramin) District: Nagpur, for a total consideration as per Annexure A.

2. Allotment of parking spaces:

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. 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 yourselves.

3. Receipt of part consideration:

We confirm to have received from you an amount as per Annexure B (this amount shall not be more than 10% of the cost of the said Unit) as booking amount / advance payment on dd/mm/yy, through_____.

The balance consideration shall be paid by you in accordance with paragraph 7 of the Annexure B hereto.

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.

6. Further payments:

Further payments towards the consideration of the said Unit as well as of the 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 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 parking space(s) in the manner and at the times 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 or as per Applicable Law.

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 Unit;
3.	within 31 to 60 days from issuance of the Allotment Letter;	1.5% of the cost of Unit;
4.	after 61 days from issuance of the Allotment Letter;	2% of the cost of Unit.

- 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 or as per Applicable Law.

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 said period of 2 months can be further extended on our mutual understanding.

*In the event the booking amount collected in stages and if you fail to pay the subsequent stage instalment, the Promoter shall serve upon you a notice calling upon you to pay the subsequent stage instalment 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 you 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 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, 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 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 yourselves and ourselves. 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 construction of the various Clauses of this allotment letter.

Signature: _____

Name: _____

(Authorized Signatory for Luxora Infrastructure Private Limited)

(Email Id.): _____

Date: _____

Place: _____

CONFIRMATION & 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

1. Consideration Value

The total Consideration Value of the unit purchased is **Rs.** _____ (Rupees: _____ only) which is exclusive of any Charges, Deposits, Duties and Taxes as mentioned below.

2. Payments Received

The total payment received till date is **Rs.** _____ (Rupees: _____ only) as per details mentioned below:

Payment Mode	Instrument No	Instrument Date	Bank Name	Amount received towards CV + GST

Note : The above acknowledgement of payments is subject to realization of the cheque/s. Kindly refer to the payment receipt/s for detailed breakup of Consideration Value and relevant taxes.

3. Details of Allottee/s

Allottee/s

Title	Customer Name / Company Name	Pan No	Address

Co-Applicant Details

Title	Co-Applicant Name / Company Name	Pan No	Address

Contact Person

Contact Name	Phone No.	Email Id

4. Description of Unit

Unit No.	
Unit Configuration	
Unit Carpet Area (in sq. mt.)* Approx.	
Unit Carpet Area (in sq. ft.)* Approx.	
Terrace Area(in sq. ft.) Approx.	
Open Balcony Area (in sq. mt.)* Approx.	
Open Balcony Area (in sq. ft.)* Approx.	
Enclosed Balcony Area (in sq. mt.)* Approx.	
Enclosed Balcony Area (in sq. ft.)* Approx.	
Total Usable Area (in sq. mt.)* Approx.	
Total Usable Area (in sq. ft.)* Approx.	

Notes: 1 sq. mtr. = 10.764 sq. ft

Car Parking Space/Type	No of Car Parks

5. Project Details and Land Details

Project Name	Birch
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Project Land Area in sq m approx	3143
FSI Available on Project Land in sq m approx (as per current Project Plan)	xx
FSI Available on Project Land on sanction of Proposed Project Plan in sq m approx.	[Upto X sq.m]
Project Land	All those pieces and parcels of lands bearing Survey KH. No. 66 1/2 (part), 67 and 56/2 (part) in Village Pipla, Tahsil Nagpur (Gramin) District:Nagpur, 440034 demarcated in red in Annx C
Project Land Boundary (North)	KH No 66 1/ 2, KH No 67
Project Land Boundary (East)	KH No 67 and KH No 56/2 (part)
Project Land Boundary (South)	KH No 66 1/ 2, KH No 56/2 (part)
Project Land Boundary (West)	15 mt wide internal road
RERA Registration No	P50500026118
Promoters Project Bank Account	Luxora Infrastructure Private Limited Master RERA escrow Birch A/C No 57500000428440 with HDFC Bank, Thane East-Kopari Colony Branch, Thane)
Neighbourhood Club and Access	Currently planned to be constructed on plot No GS3.5 (subject to change in accordance with changes in masterplan). Access to be shared with allottees of several balance projects

6. Possession Date

We shall endeavour to provide possession by the Possession date i.e. 31st March 2024 or a date up to twelve months thereafter.

7. Payment Details

<u>Milestones</u>	<u>CV % Due</u>
Earnest	10
Completion of Piling	10
Against Completion of Plinth	15
Against Completion of 1 st Slab	5
Against Completion of 2nd Slab	5
Against Completion of 3rd Slab	5
Against Completion of 4th Slab	5
Against Completion of 5 th Slab	5
Against Completion of 6thSlab	5
Against Completion of 7th Slab	5

Against Completion of 8th Slab	5
Against Completion of Flooring	5
Against Completion of Plumbing	5
Against Completion of Doors and Windows	5
Against Completion of External Painting	5
Against Intimation of Possession	5
Total	100%

Duties and Taxes

Stamp Duty	As per Maharashtra Stamp Act
Registration	Rs. 30,000
GST	At prevailing rates

Note: Any other statutory duties and taxes are payable by the customer at the actual rates at the time of registration and as per applicable law.

Charges and Deposits

Metropark Corpus	
Body Corporate Society Share Application Money	
Metropark Sinking Fund	
Building Sinking Fund	
Club House Charges	

Notes:

- Interest will be levied on delayed payments of any kind @ SBIMCLR +2% per annum., or as per applicable law
- All cheques to be issued in favour of Luxora Infrastructure Private Limited Master RERA Escrow Birch only.
- Unit cancellation charges as applicable.
- Stamp duty, registration charges, and applicable taxes are payable by the allottee at the actual rates at the time of registration and as per applicable law. GST, if applicable, will be payable on pro rata basis on each of the above milestone collections.
- The monthly Project Maintenance Charge in relation to the Unit shall be proportionate to the Total Usable Area (mentioned above) of each Unit within the Project. The fees shall be a minimum of 20% (twenty percent) (and escalation thereto) over and above the actual annual expenses that may be incurred and is payable for a period of 1 (one) year from the intimation of Possession Date by the Allottee and, thereafter quarterly in advance to the Promoter/Body Corporate or as decided by the Promoter/Body Corporate from time to time.
- The current estimated monthly Ensaara Metropark Maintenance charge is Rs. _____ per square foot (i.e. Rs. _____ per sq. m) on Total Usable Area mentioned above and is payable for a period of 1 (one) year from the intimation of Possession Date by the Allottee and, thereafter quarterly in advance and/or as shall be decided by the Promoter/Body Corporate/Apex body (as applicable).

7. *Metropark Corpus Fund, Metropark Sinking Fund, Body Corporate Society Share Application Money Charges and Building Sinking Fund will be payable at the time of Intimation of Possession*
8. *Club charges refer to the Allottee's access to, and use of, the specific Neighbourhood Club if mentioned above.*