ALLOTMENT LETTER

To,

Shri. / **Smt**. / **M/s**. _____
Address: _____
_____
Pan No. _____
Aadhar No. _____
Telephone / **Mobile No**. _____
E-mail id: _____

Subject: Your **Application** dated _____ for **Allotment** / **Purchase** of Commercial **Shop** / Residential **Apartment No**. _____ in the project known as **Shiv Arcade** having **MahaRERA Registration No**. _____.

Dear Sir / **Madam**,

1. **ALLOTMENT OF THE SAID UNIT**:

This is in reference to your above referred Application regarding above captioned subject. It is our pleasure to inform that you have been allotted Commercial **Shop** / _____ BHK Residential **Apartment No**. _____ having RERA **Carpet Area** of _____ **Sq**. **Mtrs**. (_____ Sq. Fts.) and **Terrace Area** admeasuring _____ **Sq**. **Mtrs**. (_____ Sq. Fts.) situated on the _____ **Floor** in the project known as **Shiv Arcade** having **MahaRERA Registration No**. _____ (Hereinafter referred to as the said "**Unit**") being developed on **All That** piece and parcel of **Nagpur Improvement Trust** leasehold land in its **Wathoda Street scheme** bearing **Plot No**. **22**, total containing by admeasurement **759**.**639 Sq**. **Mtrs**. (8177.00 Sq. Fts. - Area as per N.I.T. Lease Deed) [Area as per City Survey (Aakhiv Patrika) - 735.63 Sq. Mtrs.] being a portion of land bearing **Khasra No**. **587/1** of **Mouza** – **Nagpur** bearing **Sheet No**. **287**, **City Survey No**. **128** bearing **Municipal Corporation House No**. **1140** / **J** in **Ward No**. **20**, situated at **Nandanwan**, **Nagpur**, within limits of **Nagpur Municipal Corporation** and **Nagpur Improvement Trust** in **Tahsil** and **District** – **Nagpur** for total consideration of **Rs**. _____ /- (**Rupees** _____ **Only**) which is exclusive of G.S.T. charges and deposits towards electricity and water meter connections, gas pipe line connection,

lifetime maintenance charges, society formation charges and stamp duty, registration charges and legal fees.

2. **ALLOTMENT OF GARAGE / COVERED PARKING SPACES**:

It is informed that you will be allotted **Garage** / **Stilt** / **Mechanical** / **Covered Car Parking Space No**. _____ admeasuring _____ **Sq**. **Mtrs**. (_____ Sq. Fts.) on the _____ **Floor** and / or at **Basement** / **Podium Level** along with the said **Unit** on such terms and conditions which will be enumerated in the Agreement for Sale which will be executed between Mahakalkar Construction and yourself. It is further informed that you will be allowed to use common **Open Two Wheeler** & **Car Parking Space** on the _____ **Floor** and / or at **Basement** / **Podium Level** along with other Unit owners in the project.

3. **RECEIPT OF PART CONSIDERATION**:

We acknowledge to have received a sum of **Rs**. _____ /- (**Rupees** _____ **Only**) from you being _____ % of the total consideration value of the said **Unit** as **booking amount** / **advance payment** / **earnest money** on _____-_____-_____ by **RTGS** / **NEFT** / **IMPS** / **Demand Draft** / **Pay Order** / **Cheque No**. _____ of / through _____ **Bank**, _____ **Branch**, _____.

3-A. It is explicitly informed that you shall make all payments relating to the said Unit to Mahakalkar Construction in any mode otherwise than cash from your own bank account but not from and through bank accounts of family members or any third persons or parties. In the event, if any payment is made to Mahakalkar Construction from the bank accounts or electronic mode of transfer from portals of family members or any third persons or parties, then such payments shall not be accepted towards installments or purchase price of your Unit rather such payments shall be returned / remitted without any interest to concerned person subject to deductions towards remittance / transfer charges. It is further informed to you that if any type of tax is liable to be levied on the amount which may be deposited by any family member or any third person or party, the same shall be deducted while returning / remitting the amount of such family member or any third person or party. Notwithstanding the aforesaid, the receipts for the payments made in relation to the Unit shall be issued in your name only.

4. **DISCLOSURES OF INFORMATION**:

You confirm that we have made available to you the following information and documents namely: –

i. Copies of all Title Deeds, Lease Deed of N.I.T., Agreement to Sell, Irrevocable General Power of Attorney, Deed of Declaration, Property Card, Tax Receipts, Search Report, Statutory Demand Payment Receipts, Permissions, Building Permit and Building Plan approved by the Nagpur Municipal Corporation. The specifications of the Project and the Unit are displayed at the project site and have also been uploaded on MahaRERA website.

ii. You declare that you have completely satisfied yourself about legitimate, genuine, valid and marketable title of the owners pertaining to the Plot on which the project of Shiv Arcade is proposed to be constructed and authority of Mahakalkar Construction to develop the said Plot and construct Commercial cum Residential Apartment scheme thereon. You declare that have understood all your limitations and obligations in respect thereof. You further declare that you shall not demand any additional deeds, documents and investigations regarding the project land as well as your Unit and you shall not raise any objection in this regard in future.

iii. The stage wise time schedule of completion of the Project, including the provisions for civic infrastructure like water, sanitation and electricity as stated in **Annexure** – **A** attached herewith.

iv. The website address of MahaRERA is https://maharera. 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 in future.

6. **FURTHER PAYMENTS**:

Further payments towards the consideration of the said Unit as well as of the Garage / Stilt / Mechanical / Covered Car Parking Space shall be made by you in the manner and at the times as well as on such terms and conditions which will be specifically enumerated in the Agreement for Sale which will be executed between Mahakalkar Construction and yourself.

7. **POSSESSION**:

The said Unit along with the Garage / Stilt / Mechanical / Covered Car Parking Space shall be handed over to you on or before _____-____-_____ subject to payment of the consideration amount of the said Unit as well as of the Garage / Stilt / Mechanical / Covered Car Parking Space in the manner and at the times on such terms and conditions which will be specifically enumerated / stated in the Agreement for Sale which will be executed between Mahakalkar Construction and yourself.

8. **INTEREST PAYMENT**:

In case of delay in making any payments, you shall be liable to pay interest at the rate which shall be at the rate of the State Bank of India's highest Marginal Cost of Lending Rate plus 2% (Two Percent).

9. **CANCELLATION OF ALLOTMENT**:-

i. In case you desire to cancel the booking of your Unit, an amount mentioned in the table hereunder written***** would be deducted and the balance amount due and payable shall be refunded to you without any interest within 45 (Forty Five) days from the date of receipt of your letter requesting to cancel the booking of your Unit. If the letter requesting to cancel the booking of your Unit is received by Mahakalkar Construction, the quantum of amount which will be deducted will be as under:-

1.	Within 15 days from the date of issuance of the Allotment Letter	Nil
2.	Within 16 to 30 days from the date of issuance of the Allotment Letter	1% Cost of the Unit
3.	Within 31 to 60 days from the date of issuance of the Allotment Letter	1.5% Cost of the Unit
4.	After 61 days from the date of issuance of the Allotment Letter	2% Cost of the 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 10.1 above is not refunded within 45 (Forty Five) days from the date of receipt of your letter requesting to cancel booking of your Unit, you shall be entitled to receive the balance amount with interest calculated at the rate of the State Bank of India's highest Marginal Cost of Lending Rate plus 2% (Two Percent).

10. **OTHER PAYMENTS**:

You shall make the payment of G.S.T. charges and deposits towards electricity and water meter connections, gas pipe line connection, lifetime maintenance charges, society formation charges and stamp duty, registration charges and legal fees, as applicable and such other payments which will be specifically enumerated in the Agreement for Sale, the proforma of which is enclosed herewith in terms of Clause No.12 hereunder written.

11. **PROFORMA OF THE AGREEMENT FOR SALE AND BINDING EFFECT**:

The draft of the Agreement for Sale which will be executed between Mahakalkar Construction and yourself is enclosed herewith for your ready reference. It is clarified that no additions, alterations or changes shall be made in the standard draft of the Agreement for Sale at your insistence or request and you shall unconditionally sign and execute the said Agreement for Sale. It is further clarified that mere forwarding of the proforma of the Agreement for Sale does not create a binding obligation between Mahakalkar Construction and yourself until you comply the mandate as stated in Clause No.13 hereunder written.

12. **i**. **EXECUTION AND REGISTRATION OF AGREEMENT FOR SALE**:

You shall execute the Agreement for Sale and appear for registration of the same before the competent Sub - Registrar within a period of 2 (Two) months from the date of issuance of this Allotment Letter or within such period as may be communicated to you. The said period of 2 (Two) 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 competent Sub -Registrar within the stipulated period 2 (Two) months from the date of issuance of this Allotment 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% (Two Percent) of the cost of the said Unit and the balance amount, if any due and payable shall be refunded without any 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 (Forty Five) 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 of the State Bank of India's highest Marginal Cost of Lending Rate plus 2% (Two Percent).

iii. You shall not allot, agree to re-sale or create any interest of the said Unit to / in favour of any third person or party under any circumstances without obtaining previous written consent of Mahakalkar Construction and the said consent may be granted on such terms and conditions as I / We may deem fit or the consent may be refused without assigning any reason thereof.

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 Mahakalkar Construction and yourself. The cancellation of allotment of the said Unit thereafter shall be covered by terms and conditions which will be enumerated in the Agreement for Sale.

14. **HEADINGS**:

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

For **Mahakalkar Construction**

(Promoter / Authorized Signatory)
Mobile No. **7776999206**
E-mail id: mahakalkar.sanjay@rediffmail.com
Place: **Nagpur**
Date: _____-_____-_____

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 which are stipulated in this Allotment Letter.

1. _____ **1**. _____

2. _____ **2**. _____
(Name of Allottee/s) (Signature of Allottee/s)

Place: **Nagpur**
Date: _____-_____-_____

ANNEXURE – A

Stage wise Time Schedule of Completion of 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 & Windows	
8.	Sanitary, Electrical & Water Supply Fittings within Unit	
9.	Staircase, Lifts, Wells and Lobbies at each Floor Level Overhead & Underground Water Tanks	
10.	External Plumbing & External Plaster, Elevation, Completion of Terrace with Water Proofing	
11.	Installation of Lifts, Water Pumps, Fire Fighting Fittings & Equipment, Electrical Fittings, Mechanical Equipment, Finishing to Entrance Lobby, Plinth protection, Paving of Areas appurtenant to Building, Compound Wall & all other requirements as may be required to complete Project as per specifications of the Agreement for Sale.	
12.	Internal Roads, Footpaths & Lighting	
13.	Water Supply	
14.	Sewerage (Chamber lines, Septic Tank, STP)	
15.	Storm Water Drains	
16.	Treatment & Disposal of Sewage & Sullage water	
17.	Solid Waste Management & Disposal	
18.	Water Conservation / Rain Water Harvesting	
19.	Electrical Meter Room, Sub-Station, Receiving Station	

For **Mahakalkar Construction**

(**Promoter** / **Authorized Signatory**)