

Deviation/modification is highlighted in **YELLOW** color
Deletion of Clause of Allotment Letter is highlighted in **GREY** color

PROJECT: _____
RERA REGISTRATION NO: _____

RERA WEBSITE: <http://maharera.mahaonline.gov.in>

ANNEXURE '____'

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 along 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 apartment, plot or building as the case may be, is collected as deposit or advance.

No.

Date:

To,
Mr./Mrs./Ms.....
R/o.....
(Address)
Telephone/Mobile number.....
Pan Card No.:
Aadhar Card No.:
Email ID:

Sub: Your request received vide application form recorded on _____ (“**Application Form**”) for allotment of Plot in the project known as Godrej Orchard Estate (“**Project**”) having MahaRERA Registration No. _____.

Dear Sir/Madam,

1. Allotment of the said Plot:

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 Plot bearing No. _____ admeasuring _____ sq.mtrs. equivalent to _____ sq.ft. in the project known as Godrej Orchard Estate, having MahaRERA Registration No. _____, hereinafter referred to as “**the said Plot**”, being situated on Land bearing Nos. 19/1/A, 19/1/B, 19/8, 19/9, 19/10 and 19/11 admeasuring in the aggregate _____ square meters lying and being at situated at Village Ghogli (gra), Taluka Nagpur Gramin, District Nagpur, or a total consideration of Rs. _____/- (Rs. _____ only) exclusive of GST, stamp duty and registration charges and other charges as set out in the Agreement for Sale to be entered between ourselves and yourselves.

2. Allotment of garage/covered parking space(s):

~~Further, we have the pleasure to inform you that you have been allotted along with the said Unit, _____ parking space(s) bearing No(s) _____ admeasuring _____ sq. mtrs equivalent to _____ sq. ft. at _____ level. at _____ level on the terms and conditions as shall be enumerated in the agreement for sale to be entered between ourselves and yourselves.~~

OR

3. Receipt of part consideration:

- A. I / we confirm to have received from you an amount of Rs. _____ (Rupees. _____ only), being ____% of the **Sales Consideration (as defined in the Application Form)** of the said Plot as booking amount / advance payment on dd/ mm/ yyyy, through _____ (Insert mode of payment).

OR

3. Receipt of part consideration:

- A. You have requested us to consider payment of the booking amount / advance payment in stages which request has been accepted by us and accordingly we confirm to have received from you amount of Rs. _____/- (Rupees _____) being ____% of the **total Sale Consideration value** of the said Plot as booking amount / advance payment on _____ (date), through _____ (mode of payment). The balance ____ % of the booking amount / advance payment shall be paid by you in the following manner.
- a) Rs. _____/- (Rupees _____) on or before _____ (date in dd/mm/yyyy)
 - b) Rs. _____/- (Rupees _____) on or before _____ (date in dd/mm/yyyy)
 - c) Rs. _____/- (Rupees _____) on or before _____ (date in dd/mm/yyyy)
 - d) Rs. _____/- (Rupees _____) on or before _____ (date in dd/mm/yyyy)

Note: The total amount accepted under this clause shall not be more than 10% of the cost of the said Plot.

- 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 us as against you.

4. Disclosure 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 **(as applicable)** 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:

I/ We hereby confirm that the said Plot is free from all encumbrances and I/We hereby further confirm that no encumbrance shall be created on the said Plot.

6. Further payments:

Further payments towards the **Sale** Consideration of the said Plot ~~as well as of the covered independent/covered tandem] parking space(s)~~ shall be made by you, in the manner and at such times as well as on the terms and conditions as more specifically enumerated /stated in the Agreement of Sale that will be executed between ourselves and yourselves.

7. Possession

The said Plot ~~along with the covered independent parking spaces(s)~~ shall be handed over to you on or before on or before _____ subject to the payment of the consideration amount of the said Plot ~~as well as of the covered independent 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:

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 Sales Consideration of the said Plot;
3.	Within 31 to 60 days from issuance of the allotment letter;	1.5% of the Sales Consideration of the said Plot;
4.	after 61 days from issuance of the allotment letter.	2% of the Sales Consideration of the said Plot.

- 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.

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.
- (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 of 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 Sales Consideration of the said Plot 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 Plot 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

(Authorized Signatory)

(Email Id.)

Date:

Place:

CONFIRMATION & ACKNOWLEDGEMENT

I/We have read and understood the contents of this allotment letter and the Annexures. I/We hereby agree and accept the terms and conditions as stipulated in this allotment letter.

Signature _____
Name _____
(Allottee/s)

Date:

Place:

Draft

Annexure-A
Stage wise time schedule of completion of the Project

Sr No	Stages	Date of Completion
1	Drainage lines	
2	Water supply lines	
3	Storm water network	
4	Internal Roads	
5	DP Roads	
6	Street Lighting	
7	Electrical Sub-station	
8	Waste-water treatment plant/ Sewage treatment plant	
9	Open spaces	
10	Recreational Area	

Authorized Signatory