ANNEXURE '1'

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 percent) 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 _____

Subject: Your request allotment of flat/ commercial premises / plot in the project known as _____, having MahaRERA Registration No_____

Sir/ Madam,

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

   This has reference to your request referred to at the above subject. In that regard, I/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 **SAI NAGARI - 1** having MahaRERA Registration No_____

   Hereinafter referred to as "the said unit" carved out from the land bearing C.S. No(s)_____/CTS No(s)_____/Final Plot No(s)_____/Survey No(s)_____,Hissa No(s)_____/Gat No(s)_____/Khasra No(s)_____ /Plot No(s)_____lying and being at _____ Village _____ Taluka _____, Dist _____ admeasuring _____sq. mtrs. For a total consideration of Rs.

_____in figures_____ (Rupees. _____only) exclusive of GST, stamp duy and registration charges.

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

Further I/we have the pleasur to inform you that you have been allotted along with the said unit, garage(s) bearing No(s)_____ admeasuring _____sq. mtrs equivalent to _____ sq. fit./covered car parking space(s) at_____level basement /podium bearing No(s)_____admeasuring_____
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 condition as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.
OR

2. Allotment of open car parking:

Further I/We have the pleasure to inform you that have been allotted an open car parking bearing No._____without consideration.

3. Receipt of part consideration:

I/We confirm to have received from you an amount of Rs._____ in figures _____ (Rupees. _____in words _____ 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 _____ dd/mm/yy_____, through _____ mode of payment.

OR

2. **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 I/We confirm to have received from you and amount of Rs._____ in figures _____(Rupees _____in words_____ only) being % of the total consideration value of the said unit as booking amount / advance payment on _____dd/mm/yy_____, through _____mode of payment . The balance _____% of the booking amount /advance payment shall be paid by you in the following manner.
   a) Rs._____in figures (Rupees _____in words _____ only) on or before _____dd/mm/yy_____.
   b) Rs._____in figures (Rupees _____in words _____ only) on or before _____dd/mm/yy_____.
   c) Rs._____in figures (Rupees _____in words _____ only) on or before _____dd/mm/yy_____.
   d) Rs._____in figures (Rupees _____in words _____ only) on or before _____dd/mm/yy_____.
   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 here under written shall be taken by us as against you.

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 dispayed 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 webside 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.

OR

5. Encumbrances:

I /We have created the following encumbrances(s)/ encumbrances(s) attached with caveats as enumerated hereunder on the said unit

a)

b)

c)

6. Further payments:

Further payments towards the consideration of the said unit as well as of the garge(s) / covered car parking space (s) shall be made by you, in the manner and at the times as well as 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 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 garage (s) / covered car parking space (s) in the manner at the times as well as per the terms and condition as more specifically enumerated / started 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 receipts 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 the allotment letter;	1% 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 Above is not refunded within 45 days from the date of receipts 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 Sate 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 where of is enclosed herewith in terms of Clause 11 hereunder written.

11. Proforma of the agreements 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 preforms of the agreements for salle does not create a binding obligation on the part of ourselves and yourselves until compliance by yourselves of the mandate as states 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 communicates 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 promote shall serve upon the allotee 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 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 b forfeited exceed the amount mentioned in the above referred Table. Except for the above all the terms and conditions as enumerated in this allotments 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 Dub-Registrar within the stipulated period 2 months from the date of issuance of this letter or entitled to serve upon you a notice calling upon you to execute the agreement for sale amend appear for registration of the same within 15(fifteen) days. Which if not complied, I/We shall be entitled to forfeit an amount not further. I/we shall be entitled to forfeit an amount not

exceeding 2% of the cost of the said until and the balance amount if any due payable shall be refunds 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, we shall be entered to receive the balance amount within interest calculated at the rate which shall be this state of bank India highest marginal cost of lending rate plus 2%

13. Validity of allotment letter:

This allotments letter shall not be construed to limit your rights and interest of upon execution and registration of the agreement for sale between ourselves and yourself. Cancellation of allotment of the said unit there after shall be converted by the term & condition of the said registered document.

14. Headings:

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

Signature

Name

(Promoter(s)/Authorized Signatory)

(Email ID.)

Date:

Place:

CONFIRAMTION & 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----------

(Allotee/S)

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, lifts wells and lobbies at each floor level overhead and underground water tanks	
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 & 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	Other	

Promoter(S)/ Authorized

Signatory