ANNEXURE '1'

MODEL FORM OF ALLOTMENT LETTER

Note:- i) For compliance of the provisions of clause (g) of sub-section (2) of section4 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 sum not more than 10% (ten per cent) of the cost of the apartment, plot or budding as the case may be is collected as deposit or advance

No. _____ Date- _____

To,

_____

_____

_____

_____

_____

Mobile number. _____

Pan Card No.: _____

Adhar Card No. _____

Sub :- Your request for allotment of Flat No. **-------** on the _____ **Floor** Residential premise in the project known as **DITYA PALACE** having MAHA RERA 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 Apartment Residential premises bearing No. …….. admeasuring RERA Carpet area …… sq.ft. situated on ……. floor in Building **DITYA PALACE** having MahaRERA Registration No **.....** hereinafter referred to as "the said unit", being developed on land bearing All that piece and parcel of land bearing **Plot No. 90 B** containing by admeasurement **185.8060 Square Meter** (As per regularization by Nagpur Improvement Trust under 1900 Layout) and **Plot No. 91 B** containing by

admeasurement **185.8060 Square Meter** (As per regularization by Nagpur Improvement Trust under 1900 Layout) totally admeasuring **371.612 Sq.Mtrs,** in the lay out of Sai Sevasharam Sahakari Gruahnirman Sanstha Ltd, Nagpur, being a portion of the entire land bearing **Khasra No. 267/1 of Mouja — Zingabai Takli, P.H.No. 11, City Survey No. 1019, Sheet No. 82,89, Nagpur Municipal House No. 1190/B/90 and 1190/B/91** within the limits of Nagpur Improvement Trust, Nagpur and Nagpur Municipal Corporation, in Tahsil and District - Nagpur, admeasuring **..... Sq.mtrs** for a total consideration of **Rs. ...../- (Rupees ..... Only)** exclusive of GST, stamp duty and registration charges.

OR

1. <u>Allotment of the said unit</u> :-

This has reference to your request referred to it the above subject. In that regard,

I/we have the pleasure to inform that you have been allotted a Apartment bearing No…… admeasuring ……. Sq mtrs, equivalent to …….. Sq.fts. in the project known as **DITYA PALACE** having MAHA RERA Registration No. **.....** hereinafter referred to as "the said unit" carved out from the All that piece and parcel of land bearing **Plot No. 90 B** containing by admeasurement **185.8060 Square Meter** (As per regularization by Nagpur Improvement Trust under 1900 Layout) and **Plot No. 91 B** containing by admeasurement **185.8060 Square Meter** (As per regularization by Nagpur Improvement Trust under 1900 Layout) totally admeasuring **371.612 Sq.Mtrs,** in the lay out of Sai Sevasharam Sahakari Gruahnirman Sanstha Ltd, Nagpur, being a portion of the entire land bearing **Khasra No. 267/1 of Mouja — Zingabai Takli, P.H.No. 11, City Survey No. 1019, Sheet No. 82,89, Nagpur Municipal House No. 1190/B/90 and 1190/B/91** within the limits of Nagpur Improvement Trust, Nagpur and Nagpur Municipal Corporation, in Tahsil and District – Nagpur, admeasuring **..... Sq.mtrs** for a total consideration of **Rs. ...../- (Rupees .... Only)** exclusive of GST, stamp duty and registration charges.

OR

2. Allotment of garage/covered parking space :-

Further I/ 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. 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.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.

OR

2. Allotment of open car parking :-

Further I/ we have the pleasure to inform you that you have been allotted an open car parking bearing No. _____ without consideration.

3. <u>Receipt of part consideration :-</u>

I confirm to have received from you an amount of Rs……. in figures (Rupees …… only), being ……. % of the total consideration value of the said unit as booking amount /advance payment on manner.

<u>MANNER OF PAYMENT</u>

i.	Rs……/-	Paid by way of Cheque bearing No. ……. dated …… drawn on ……., Nagpur. (Cheque was for Rs. ……. out of which amount of Rs. ……. /- was towards proportionate GST).
ii.	Rs. ……../-	Paid by way of Cheque bearing No. ……. dated ……..drawn on ……., Nagpur. (Cheque was for Rs. ……. /- out of which amount of Rs. ……. /- was towards proportionate GST).
iii.	Rs. ……/-	Paid by way of Cheque bearing No. ……. dated …….. drawn on …… Nagpur. (Cheque was for Rs. …… out of which amount of Rs. ……/- was towards proportionate GST).

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 against you.

4. <u>Disclosures of information</u>

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 displayed at the project site and has also been uploaded on MAHA RERA websites

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 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 have created the following encumbrance(s)/ encumbrances 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 garage(s)/covered car parking space(s) shall be made b you, in the manner and at the times as well as on the terms and conditions as more specifically enumerated stated in agreement for sale to be entered into between ourselves a yourselves.

7. Possession:

The said unit along with the garage(s)/covered car parking 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 spaces) in the manner and at the times as well as per the terms and constitutions as more specifically numerated/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 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 Lending Rate plus two percent.

10. <u>Other payments :-</u>

You shall make the payment of CST, stamp duty and representation 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. <u>Proforma of the agreement for sale and binding effect :-</u>

The proforma of the agreement for sale to be entered into between ourselves and yourselves is enclosed herewith for your really 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. <u>Execution and registration of the agreement for sale</u>

i) You shall execute the agreement for sale and appear registration of the same before the concerned Sub-Registrar with a period of 2 months from the date of issuance of this letter within such period as may be communicated to you. The period of 2 months can be further extended on our mutual understanding.

**In the event the booking amount is collected in stages and the allotter finis to pay the subsequent stage instalment promoter shall serve upon the allottee a notice calling por allottee to pay the subsequent stage installment wition (fifteen) days which if not complied, the promoter shall entitled to cancel this allotment letter. On cancellation of allotment letter the promoter shall be entitled to forfeit amount paid by the allottee or such amount as mentioned in Table enumerated in Clause 9 whichever is less. In no event 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, 1/we shall be entitled to wave 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 1/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 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 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 the construction of the various Clauses of this allotment letter

Signature:- _____

Name:- **1. SAU. SHOBHA W/O. HEMANTRAO RAVEKAR**

Signature:- _____

Name:- **2. SHRI. HEMANT S/O. BHAURAOJI RAVEKAR**

(Promoter)

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:- **1. SAU. SHOBHA W/O. HEMANTRAO RAVEKAR**

Signature:- _____

Name:- **2. SHRI. HEMANT S/O. BHAURAOJI RAVEKAR**

Date:

Place :- Nagpur.

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 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, fire fighting 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	
20	Others	

Promoter (s)/Authorized Signatory