# ANNEXURE'1'

# ALLOTMENT LETTER

Date
To,
Mr./Mrs./Ms. .....
R/o .....
Mobile Number .....
PAN Card .....
Aadhar card .....
Email ID .....

**Sub: Your request for allotment of plot in the project known as "ARIK PARK" having MahaRERA Registration No. _____**

Sir/Madam

1. **Allotment of the Said Plot:**
   This has reference to your request referred at the above subject. In that regard, 1 have the pleasure to inform that you have been allotted a Plot bearing No. _____ admeasuring _____ sq. mtrs. equivalent to _____ Sq. Ft. situated in the Lay-out non-Agricultural land bearing Khasra No. 45/A of MOUZA – BAHADURA, P. H. No. 35, having an area of 3.25 Hectares (i.e. 32500.00 Sq. Mtrs.), Rental Rs. 14.15 Yearly, held in Class – 1 Rights Bhumiswami Rights, situated at Village – BAHADURA in Tahsil and District – NAGPUR, for a total consideration of Rs. _____ (Rupees _____ only) exclusive of GST, stamp duty and registration charges.

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 form you an amount of Rs._____(Rupees _____ Only) being _____% of the total consideration value of the said unit as booking amount / advance payment on Dated _____, through _____. The balance _____% of the booking amount/advance payment shall be paid by you in the following manner.
   a. Rs. _____ (Rupees _____ Only) on or before _____.

b. Rs. _____ (Rupees _____ Only) on or before _____.

c. Rs. _____ (Rupees _____ Only) on or before _____.

d. Rs. _____ (Rupees _____ Only) on or before _____.

**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 9 hereunder written shall be taken by us as against you.

We confirm to have received from you an amount of Rs. _____ (Rupees _____ only) *(this amount shall not be more than 10% of the cost of the said unit/Plot)* being ____ % of the total consideration value of the said Plot as booking amount /advance payment on date dd/mm/yyyy, through _____.

**3. Disclosure Information:**

I have made available to you the following information namely:-

i) The 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.tov.inl#

**4. Encumbrances:**

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

**5. Further payments:**

Further payment towards the consideration of the said Plot 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.

**6. Possession:**

The said Plot shall be handed over to you on or before _____ subject to the payment of the consideration amount of the said Plot 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.

**7. 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

**8. 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 Plot; |
| 3 | within 31 to 60 days from issuance of the allotment letter; | 1.5% of the cost of the said Plot; |
| 4 | after 61 days from issuance of the allotment letter. | 2% of the cost of the said Plot. |

***** 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.

**9. 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 10 hereunder written.

**10. 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 11.

**11. 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) lf 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 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 shall be entitled to cancel this allotment letter and further I shall be entitled to forfeit an amount not exceeding 2% of the cost 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.

**12. 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.

**13. Headings:**

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

**Signature .....**
**Name: For Arik Builders and Developers**

**Ganesh Jaganji Pardhi**

**(Promoter/Authorized Signatory)**
**(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 .....**
**(Allotte/s)**

**Date:**
**Place:**

**Annexure - A**

**Stage wise time schedule of completion of the Project**

| Sr. No. | Stages | Date of Completion |
|---|---|---|
| 1 | Storm water drains | |
| 2 | Internal roads | |
| 3 | Footpaths / Paved Shoulder | |
| 4 | Water supply Connection Point at respective Plots | |
| 5 | Electrical Infrastructure and Feeder Pillars<br>a) Transformer<br>b) Street Lighting<br>c) External Electrical and Connection Point to each Plot. | |
| 6 | Developed Open Space Tree Plantation | |
| 7 | Others | |

**Signature .....**

**Name: For Arik Builders and Developers**

**Ganesh Jaganji Pardhi**

**(Promoter/Authorized Signatory)**