

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 along the application for registration of the real estate project shall be per this model form of allotment letter.

ii) it shall be mandatory to issue allotment letter in this format whoever 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 or Booking amount.

Date: No. To, Mr/Mrs/Ms.... R/o.... (Address) Telephone/Mobile Number..... Pan Card No: Aadhar Card No.: Emai. Id: Sub: Your request for allotment of plot in the project known as Rainbow Vistas Situated at Sy.No.149/1 and 150/1, K Chudahalli Village, Uttarahalli Hobli, Bangalore South Taluk having K-RERA Registration..... Sir/Madam, 1. Allotment of the said unit: This has reference to your request referred at the above subject. In that regard, I/we



Hobli,

Uttarahalli

Village,

Bangalore

South

Taluk,

admeasuring

 Sq.	mtrs	for	a	total	consideration	of	Rs.
 				only.			

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(Rupees				
only) being 10% of the total consideration value of the said				
unit as booking amount/advance payment on				
Through The balance 90% of the booking amount/advance				
payment shall be paid by on in the following manner.				

i)	Rs.	Rupees	On or before:	25 days from
				Booking Date
ii)	Rs.	Rupees.	On or before:	20% by 1 st October
				2023
iii)	Rs.	Rupees	On or before:	20% by 1 st January
				2024
iv)	Rs.	Rupees	On or before:	20% by 1 st April
				2024
v)	Rs.	Rupees	On or before	Balance 20% at the
				time of
				Registration

Note: The total amount accepted under this clause shall not be more than 100% of the cost of the said unit.

B. If you fail to make the balance 10% 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.

3. 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 displayed at the project site and have also been uploaded K-RERA 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 K-RERA is https://rera.karnataka.gov.in.





4. 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

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

- a)
- b)
- c)

However, we undertake not to create any mortgage after this allotment is confirmed by you.

5. FURTHER PAYMENTS:

Further payments towards the consideration of the said unit as well as of the 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 unit along with the garage(s) covered car parking spaces(s) shall be handed over to you on or before **31-07-2025** 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 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:

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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

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shall be refunded to you without interest within 45 days from the date of receipt of you letter requesting to cancel the said booking.

Sl.No.	If the letter requesting to cancel the booking is	Amount to be deducted
	received.	
1.	Within 15 days from issuance of the allotment letter:	Nil;
2	Within 16 to 30 days from issuance of the allotment	1% of the cost of the said
	letter;	unit;
3.	Within 31 to 60 days from issuance of the allotment	1.5% of the cost of the said
	letter;	unit;
4.	After 61 days from issuance of the allotment letter.	2% of the cost of said unit.

- The amount deducted shall not exceed the amount us 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 you 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
- (ii) Highest Marginal Cost of Lending Rate plus two percent.

9. OTHER PAYMENTS:

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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.

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 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.

11. EXECUTION AND REGISTRATION OF THE AGREEMENT FOR SALE:

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.

In the event the booking amount is collected in stages and if the Allotted fails to pay the subsequent stage installment, the prompter shall serve upon the Allotted notice

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calling upon the Allotted to pay subsequent stage installment within 15 (fifteen) days which if not complied, the promoter shall be entitled to cancel this allotment letter. On cancellation of the allotment letter the promoter shall be entitled to forfeit the amount paid by the Allotment or such amount as mentioned in the Table enumerated in Clause 9 whoever is less. In no event the 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.

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. 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 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 (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 unit 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.

M FCT 513-5050

Signature

Signature

(Authorized Signatory)

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12th Main, Near Old Sub-Reside Calce

4th Block, Javanagar, Bengaluru - 560 011

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CONFIRMATION AND 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.

Annexure-A

Sl. No	Stages	Date of Completion
1	Internal roads & footpaths, lighting	23-10-2023
2	Water supply	27-10-2023
3	Sewerage (chamber, lines, septic tank, STP	04-05-2024
4	Storm water drains	04-09-2024
5	Treatment and disposal of sewage and sullage water	12-11-2024
6	Water conservation/rain water harvesting	12-12-2024
7	Electrical meter room, sub-station, receiving station.	07-03-2025
8	Others	31-07-2025



& well (Authorized Signatory)

ARAVINO PATIL G.G. ARAVINO PATIL

ARAYIND PATE & NOTARY
ADVOCATE & NOTARY
12th Main, Near Old Sub Register Office
Ath Block, Javanagar, Bengaluru 560 011