

**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 per cent)** of the cost of 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 for allotment of flat / commercial premises / plot in the project known as **Kumar Prakruti**, having MahaRERA 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 flat/ villa/ bungalow/ commercial premises bearing No. \_\_\_\_\_ admeasuring RERA Carpet area \_\_\_\_\_ sq. mtrs equivalent to \_\_\_\_\_ sq.ft. Situated on \_\_\_\_\_ floor in \_\_\_\_\_ in the project known as **Kumar Prakruti** having MahaRERA Registration No. \_\_\_\_\_ hereinafter referred to as "the said unit", being developed on land bearing **Survey No(s) 270/2 (P)** lying and being at Village – Bhugaon, Taluka - Haveli, Dist – Pune admeasuring \_\_\_\_\_sq. mtrs. for a total consideration of Rs. \_\_\_\_\_ (Rupees in words only) exclusive of GST, stamp duty and registration charges.

**2. Allotment of parking space(s):**

Further I/ we have the pleasure to inform you that, as proposed by the Allottees to the Promoter that, the Parking Space provided in the Said Building Project as per the plans sanctioned by the PMRDA and for parking the vehicles of the Flat Purchasers in the Said Building Project, may be laid/designed and earmarked in such a manner so as to ensure that, the utilization of the parking space is made by all the flat purchasers in the said building project to suit their parking requirements and which will also avoid future differences amongst the flat purchasers with respect to the parking space. Therefore for the convenience of the flat purchasers the Parking Space may be allocated / earmarked for use of the same by the respective flat purchasers. However such allocation / earmarking of the parking space will not mean and construe that the parking space is alienated and or transferred to the flat purchaser and the parking space shall always remain common property of the Society of all the flat purchasers in the said building project and any such allocation or earmarking of the parking space shall be treated to be only symbolic allocation for better management of the parking space amongst all the flat purchasers without any exclusive ownership claim over the parking space. Subject to this condition the Promoter has agreed to earmark / allocate one (Covered / Open) car parking space bearing No. on the \_\_\_ floor in the parking provided in the said building project to be used by the Purchaser / allottee for parking his / her / their vehicle subject to the final Conveyance Deed of the Said Building Project in favour of the Society of all the flat purchasers in the Said Building Project.

**3. Receipt of part consideration:**

I / we confirm to have received from you an amount of Rs. \_\_\_\_\_ (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/yyyy, through \_\_\_\_\_mode of payment.

**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 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 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) / encumbrance(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 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.

**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 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 for a period upto 1 month in making 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 no further delay beyond one month shall be permissible.

**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. 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 month 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 Allottee fails to pay the subsequent stage installment, the promoter shall serve upon the Allottee a notice calling upon the Allottee to pay the subsequent stage installment within 15 (Fifteen) days which if not complied, the promoter shall be entitle to cancel this Allotment Letter. On cancellation of the allotment letter the promoter shall be entitle 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 be forfeited shall exceed the amount mentioned in the above refer 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, 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.

**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.

This Allotment letter per-se does not confer or constitute an Agreement for sale of the said flat. This Allotment letter does not create any rights, title interest or claims of whatsoever nature in respect of the said flat in your favour except the right to obtain / execute an Agreement as contemplated in clause 12 above, subject to the compliance and fulfillment on your part the conditions of this Allotment Letter.

**14. Headings:**

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

Signature.....

Name.....

(Promoter(s)/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 allotment letter.

Signature .....

Name .....

(Allottee/s)

Date: .....

Place: .....

### Annexure – A

Stage wise time schedule of completion of project

Sr. No.	Stages	Date of Completion
1.	Excavation	
2.	Basements (if any)	
3.	Podium (if any)	
4.	Plinth	
5.	Stilt (if any)	
6.	Slab of Superstructure	
7.	Internal walls, internal plaster, completion of floorings, door and windows	
8.	Sanitary electrical and water supply fittings within the said units	
9.	Staircase, lift 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 / rainwater harvesting	
19.	Electrical meter room, sub-station, receiving station	
20.	Others	

The Promoter may complete the above work / stages well in advance and before the estimated dates of the respective stages. In case where any of the above work/stage is completed before the estimated date of its completion, then the Allottee will be liable to make the payment upon completion of the respective stage/work prior to the estimated date.

Promoter (s) / Authorized  
Signatory