

13) POSSESSION :-

The said Flat/Unit along with the garage(s)/covered car parking space(s) shall be handed over to the Allottee/s on or before _____ subject to the payment of the consideration amount of the said Flat/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 Article of Agreement to be entered between the parties.

14) INTEREST PAYMENT :-

In case of delay in making any payments, the Allottee/s 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.

15) CANCELLATION OF ALLOTMENT :-

That the Allottee/s is totally aware that if the registered Article of Agreement is not executed by Allottee/s within a period of 61 days from the date of this Allotment Letter, subject to the payment of the amount as per the schedule mentioned hereinabove i.e. "Payment Schedule of the Flat/Unit" clause, then this Allotment Letter will automatically stand cancelled and in such event the Allottee/s will be entitled to receive the booking amount paid by Allottee/s without any interest or any other additional amount/payment.

That if the Allottee/s desires to cancel the said booking then the amount mentioned in the table hereunder written would be deducted by the Promoter and the balance amount due and payable shall be refunded to the Allottee/s within 45 days of receipt of such intimation for cancellation of booking in the following manner :-

Sr. No.	If the intimation 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 Flat/Unit.
3)	Within 31 to 60 days from issuance of the Allotment Letter	1.5 % of the cost of the said Flat/Unit.
2)	After 61 days from issuance of the Allotment Letter	2 % of the cost of the said Flat/Unit.

That in the event the amount due and payable referred in above mentioned Clause is not refunded within 45 days from the date of receipt of Allottee/s letter to requesting to cancel the said booking, then the Allottee/s 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.

16) OTHER PAYMENTS :-

The Allottee/s shall make the payment of G.S.T Tax, Stamp Duty and Registration Charges, Advocate Fees, as applicable and such other payments as more specifically mentioned in the Article of Agreement, the proforma whereof is enclosed herewith in terms of Clause mentioned below.

17) PROFORMA OF THE ARTICLE OF AGREEMENT AND BINDING EFFECT :-

The proforma of the Article of Agreement to be entered between the Promoter and Allottee/s is enclosed herewith for the ready reference of Allottee/s. Forwarding the proforma of the Article of Agreement does not create a binding obligation on the part of the Promoter and Allottee/s until compliance by Allottee/s of the mandate as stated below.

18) EXECUTION AND REGISTRARION OF THE ARTICLE OF AGREEMENT :-

- i) The Allottee/s shall execute the Article of Agreement and appear for registration of the same before the concerned Sub Registrar within a period of two months from the date of issuance of this Allotment Letter or within such period as may be communicated to Allottee/s. The said period of two months can be further extended on the mutual understanding between the parties.
- ii) If the Allottee/s fail to execute the Article of Agreement and appear for registration of the same before the concerned Sub Registrar within the stipulated period of two months from the date of issuance of this Allotment Letter or within such period as may be communicated to Allottee/s, The Promoter shall be entitled to serve upon to Allottee/s a notice calling upon to execute the Article of Agreement and appear for registration of the same within 15 (Fifteen) days, which if not complied, The Promoter shall be entitled to cancel this Allotment Letter and further the Promoter shall be entitled to forfeit an amount not exceeding 2 % of the cost of the said unit (As per the Clause mention in the "Cancellation of Allotment") 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 the above mention Clause i.e. (ii) is not refunded within 45 days from the date of expiry of the notice period, the Allottee/s 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.

19) VALIDATY OF ALLOTMENT LETTER :-

This Allotment Letter shall not be construed to limit the right and interest of the Allottee/s upon execution and registration of the Article of Agreement between the parties. Cancellation of allotment of the said Flat/Unit thereafter, shall be covered by the terms and conditions of the said registered document i.e. Article of Agreement.

20) HEADINGS :-

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

21) OTHER TERMS AND CONDITIONS :-

- A)** The Promoters has registered the said Project with the Maharashtra Real Estate Regulatory Authority under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Maharashtra Real Estate Registration Rules and the Authority has granted Registration on _____ vide order bearing no. _____ and the Allottee/s has verified the website address of MahaRERA i.e. <https://maharera.mahaonline.gov.in/#>.
- B)** The Allottee/s has/have fully understood the development scheme as envisaged by the Promoters and the Allottee/s has collected all the information by visiting the MahaRERA web portal.
- C)** This Allotment Letter is only a request of the Allottee/s for the allotment of the Flat/Unit and does not create any right or interest, whatsoever or howsoever in the Allottee/s and is subject to compliance and performance of all terms, conditions and obligations of payments and other requisites as mentioned herein and/or Allotment Letter.
- D)** The Allottee/s acknowledges and confirms that the Promoters has provided all information, clarifications and documents in relation to the said Project as was demanded by the Allottee/s and that the Allottee/s is fully satisfied with the same. The Allottee/s further acknowledges that he/she/they/its has seen all documents / papers in relation to the Project, including but not limited to the title documents, license, sanctions, approvals etc. obtained from the competent authorities and the present Allotment Letter has been made after being fully satisfied about the rights, title and interest possessed by Promoters over the Project Land.
- E)** That the "Annexure -A" for the schedule of completion of the Project is declared by the Promoters with best of its knowledge and information. However if there is any delay in accomplishment of the work as per the mentioned schedule then such delay shall be caused due to the reasons more specifically mentioned in the "Article of Agreement" under the clause/heading "DELAY IN POSSESSION". That if any delay

is caused due to the reasons mentioned in clause/heading of "DELAY IN POSSESSION" in the "Article of Agreement" then in that case the Promoters shall not be held responsible/liable at any cost and consequences.

- F)** Notwithstanding the fact that the Promoters may have issued an acknowledgement by way of a receipt for the money tendered with this Allotment Letter, the Allottee/s has/have clearly understood that this Allotment Letter is only a request of the Allottee/s for the allotment of the said Flat/Unit and does not constitute a final allotment or an agreement and the Allottee/s is/are not vested with any right, interest or entitlement in or over the said Flat/Unit, until a formal Article of Agreement is executed and registered by the Promoters in favor of the Allottee/s under the applicable laws. The term "allot" or "allotment" or "Allotment Letter" wherever included in the Allotment Letter shall always mean "provisional allotment" and shall remain as such until the Article of Agreement is executed and registered by the Promoters in favor of the Allottee/s.
- G)** The allotment and execution and registration of the Article of Agreement is further subject to the timely payment of the sale consideration and all other amounts on or prior to the respective due dates as agreed and compliance of all the terms and conditions contained herein as well as in the Allotment Letter by the Allottee/s.
- H)** The booking amount is collected in stages and if the Allottee/s fails to pay the subsequent stage installment (Which is mention in the Clause "Payment Schedule of the Flat/Unit"), the Promoter shall serve upon the Allottee/s a notice calling upon the Allottee/s pay the subsequent stage installment within 15 (fifteen) days which if not complied by the Allottee/s, the Promoter shall be entitled to cancel this Allotment Letter.
- I)** That if the said Allotment Letter gets cancelled then The Promoters shall be entitled to sale the said Flat and/or dispose of or otherwise alienate the same in any other manner as The Promoters in its sole discretion thinks fit. The Allottee/s agrees to the same. The Allottee/s shall have no claim except for repayment of the booking amount payable as mentioned above. The Allottee/s hereby agrees that in that event all of his/her/their/its rights in the said Flat/Unit stand extinguished. No separate Cancellation Deed/Cancellation Letter is required to be executed.
- J)** In the event of any false information being furnished to the Promoters, this Allotment Letter shall be liable to be summarily rejected and allotment shall stand cancelled whenever such defect is detected even if allotment in favor of the Allottee/s has/have been made. In this case, the Part Consideration or any other amounts paid by the Allottee/s

shall be refunded to the Allottee/s (As per the Clause mention in the "Cancellation of Allotment") in this Allotment Letter.

- K)** Due to any operation of law or any statutory order or otherwise, if a portion of the Project or the entire Project is discontinued or modified resulting in cancellation of allotment, then the Allottee/s affected by such discontinuation or modification will have no right of compensation from the Promoters in any manner including any loss of profit. The Promoters will, however, refund all the money received from the Allottee/s without any liability towards any interest/costs/damages, subject to deduction of applicable taxes. That the Promoters shall refund all the amount which is receivable from the Allottee/s with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.
- L)** The Allottee/s has/have applied for allotment of the Flat/Unit in the Project with full knowledge of the laws, notifications, rules and regulations applicable to the Project and agrees, undertakes and covenants to abide by the terms hereof as well as Allotment Letter and the Article of Agreement (when executed) and applicable laws.
- M)** That the contents of this Allotment Letter, including the terms and conditions therein and price and payment plan have been explained to Allottee/s and he/she/they/its hereby solemnly agree to be bound by them.

Yours sincerely,

M/S. NEXUS DEVELOPERS.
THE PROMOTER.

Date :- _____.

Place :- _____.

CONFIRMATION AND DECLARATION BY ALLOTEE/S

The Allotee/s declares that he/she/they/it has read the Allotment Letter/got translated the same and fully understood the contents of the Allotment Letter. That the Allotee/s further agrees and assures that he/she/they/it will comply and abide by all the mutual terms and conditions stated in this Allotment Letter and thereafter same have been executed by all the parties.

1) _____
Signature of Allotee/s.

2) _____
Signature of Allotee/s.

3) _____
Signature of Allotee/s.

Date :- _____.

Place :- _____.



ANNEXURE - A

Stage wise time schedule of completion of the Project :-

Sr. No.	Stages	Date of Completion
1)	Excavation.	
2)	Basement. (if any)	
3)	Podiums. (if any)	
4)	Plinth.	
5)	Stilt. (if any)	
6)	Slabs of Super Structure.	
7)	Internal Walls, Internal Plaster, Completion of Flooring, 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 Lists, 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 Article of Agreement, any other activities.	
12)	Internal Roads and 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)	Others.	

Place :- PuneDate :- 16/03/2023M/S. NEXUS DEVELOPERS.
THE PROMOTER.