

NJ PROPERTIES

Office no.222/223, Laxmi Complex, 2nd Floor, old Pune-Mumbai Highway Chinchwad, Pune - 411019.

ANNEXURE '1'

MODEL FORM OF ALLOTMENT LETTER

Note:-

- i) For compliance of the provision 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 of 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 :- 13-10-22

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 Avika located at N.A. Plot No. A admeasuring 1410.36 Sq. Mtrs. i.e. 0.1411 Hectare. Are. Sq. Mtrs. as per Sanctioned Layout out of N.A. Land admeasuring 1965.59 Sq. Mtrs. out of Land bearing Gat No.1436 admeasuring 03H 14 Ares Plus Pot Kharaba 01 H 03 Ares totally admeasuring 04 H 17 Ares assessed at Rs. 04 Ps. 37 situated at Village Chikhli, Tal. Haveli, Dist. Pune, having MahaRERA Registration No Applied.

Sir/ Madam,

1. **Allotment of the said unit:** This has a reference to your request referred at the above subject. In that regards, I/ we have pleasure to inform that you have been

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allotted Flat No. _____ (___ BHK) admeasuring _____ Sq. Mtrs. (Carpet Area) along with Enclosed Balcony admeasuring _____ Sq. Mtrs., adjoining Terrace admeasuring _____ Sq. Mtrs. on the _____ Floor, in _____ Wing, along with one _____ Car Parking admeasuring _____ Sq. Mtrs. in the said project known as “ _____ ” having MahaRERA registration No. **APPLIED**, hereinafter referred as “the said unit”, being developed on land bearing N.A. Plot No. A admeasuring 1410.36 Sq. Mtrs. i.e. 0.1411 Hectare. Are. Sq. Mtrs. as per Sanctioned Layout out of N.A. Land admeasuring 1965.59 Sq. Mtrs. out of Land bearing Gat No.1436 admeasuring 03 H 14 Ares Plus Pot Kharaba 01 H 03 Ares totally admeasuring 04H 17 Ares assessed at Rs. 04 Ps. 37 situated at Village Chikhli, Tal. Haveli, Dist. Pune for a total consideration of Rs. _____ In figures (Rupees. _____ in words only) exclusive of GST, stamp duty and registration charges.

2. **Allotment of garage/ covered parking space(s):** 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. mtrs. equivalent to _____ 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. Ft. on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

OR

3. **Allotment of open car parking:** **DEVIATION (NOT APPLICABLE):** Further I/ we have pleasure to inform you that you have been allotted an open parking bearing No. _____ without consideration.

4. **Receipt of part consideration:** I/ we confirm to have received from you an amount of Rs. _____ in _____ figures (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 _____.

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5. **Receipt of part consideration:** 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 an amount of Rs.

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_____ in figures _____ (Rupees. _____ in words _____ only) being _____% of the total consideration value of the said unit as booking amount/ advance payment on _____ DD/MM/YYYY, through _____ mode of payment _____. The balance _____% of the booking amount/ advance payments shall be paid by you in the following manner.

- a) Rs. _____ in figures _____ (Rupees. _____ in words _____ only) on or before _____ DD/MM/YYYY.
- b) Rs. _____ in figures _____ (Rupees. _____ in words _____ only) on or before _____ DD/MM/YYYY.
- c) Rs. _____ in figures _____ (Rupees. _____ in words _____ only) on or before _____ DD/MM/YYYY.
- d) Rs. _____ in figures _____ (Rupees. _____ in words _____ only) on or before _____ DD/MM/YYYY.

Note: The total amount accepted under this clause shall not be more than 10% of the cost of the said unit.

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 as against you.

6. **Disclosures of information:** I/ we have made available to you the following information namely:-

- i) The sanctioned plan, 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 of civic infrastructure like water, sanitation and electricity is as stated in Annexure – A attached herewith and
- iii) The website address of MahaRERA is

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7. **Encumbrances:** I/ we hereby confirm that the said unit is free from all encumbrances and I/ we hereby further confirm that no encumbrance it shall we created on the said unit.

OR

8. **Encumbrances:** I/ we have created the following encumbrance(s)/ encumbrance(s) attached with caveats as enumerated hereunder on the said unit.

- a)
- b)
- c)

9. **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 by you, in the manner and at the time 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.

10. **Possession:** The said unit along with the garage(s)/ covered car parking space(s) 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 parking space(s) in the manner and at the time 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.

11. **Interest payment:** In case of delay in making any payment, 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.

12. **Cancellation of allotment:**

- i) In case you desired to cancel the booking and amount mentioned in the Table hereunder written* would be deducted and the balance amount due and payment shall be refunded to you without interest within 45 days from the date of receipt of your letter requesting to cancel the said booking

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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 60 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 constellation title 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. Other payments: You shall make the payment of GST, stand 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.

14. Proforma of the Agreement for Sale and binding effect: The proforma of the agreement of 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 untill compliance by yourselves of the mandate as stated in clause 12.

15. Execution and registration of 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.

*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

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(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 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-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, 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 the 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 notice period.
- iii) In the event of balance amount due and payable referred in clause 12 (ii) about 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 State Bank of India highest Marginal Cost of Lending Rate plus two percent.

16. 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 documents.

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

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Signature

Name – Mr. Ravindra Phondiba Namde

Authorized Partner M/s.

NJ Properties

(Email Id.) – ravindra.namde@yahoo.com

Date:-13/10/2022

Place: Pune

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Confirmation & Acknowledgement

I/ We have read and understood the contents of this allotment letter and Annexure.
I/ We hereby agree and accept the terms and conditions stipulated in the allotment letter.

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Signature



Partner

Name - Ravindra Dhondiba Namde
(Allottee/s)

Date:

Place: Pune

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Annexure – A

Stage wise time schedule of completion of the Project- “AVIKA”

Sr. No.	Stages	Date of Completion
1.	Excavation	October -2022
2.	Basements (if any)	N/A
3.	Podiums (if any)	N/A
4.	Plinth	December -2022
5.	Stilt (if any)	N/A
6.	Slabs of super Structure	August-2023
7.	Internal walls, internal plaster, completion of floorings, doors, and windows	December -2023
8.	Sanitary electrical and water supply fittings within the said units	March-2024
9.	Staircase, lifts wells and lobbies at each floor level overhead and underground Water tanks	June-2024
10.	External plumbing and external plaster, elevation, completion of terraces with waterproofing	August-2024
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	December- 2024
12.	Internal roads & footpaths, lighting	January-2025
13.	Water Supply	February-2025
14.	Sewerage (chamber, lines, septic tank, STP)	March-2025
15.	Storm water drains	March-2025
16.	Treatment and disposal of sewage and sullage water	April-2025
17.	Solid waste management & disposal	April-2025

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18.	Water conservation/ rain water harvesting	May-2025
19.	Electrical meter room, sub-station, receiving station	July-2025
20.	Others	August-2025

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Signature.....

Name – Mr. Ravindra Dhondiba Namde

Authorized PartnerM/s.
NJ Properties

(Email Id.) – ravindra.namde@yahoo.com

Date:

Place: Pune