

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 percent) of the cost of the apartment, plot or building as the case may be, is collected as deposit or advance or Booking amount.*

No.

Date:

To,

M/R/

(Address)

.Pan Card No.: Aadhar Card No.:

Email ID:

Sub: Your request for allotment of plot in the project known as **THE EARTH;**

situated at Sy no

18/8,19/1,38/1,38/2,38/3,39/1,2,3,4,5,6,42,43,44/1,44/2,44/3,45,46/1A,46/1B,52/1,52/3,5

3/3 Of Goolyanandhigunda and sonnamaranahalli village , Doddaballapur **TALUK**, having

K-RERA Registration No.....

Sir/Madam,

1. Allotment of the said plot:

This has reference to your request referred to at the above subject. In that regard, I/we have

the pleasure to inform that you have been allotted a plot bearing No admeasuring

..... Sq.mtrs. equivalent To Sq.ft. in the project known as

THE EARTH having.....K-RERA

Registration No herein afterreferred to as "the said plot", being developed on land

bearing SurveyNo./CTS No/Plot No.s.....

situated/located/lying and being at (Projectaddress) admeasuring.....Sq.mtrs. for a total

consideration of Rs.....only) exclusive of

GST, stamp duty and registration charges.

- 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% of the total consideration value of the said plot as booking amount/advance payment on Through, The balance..... % of the booking amount/advance payment shall be paid by you in the following manner.

i)	Rs.	Rupees	On or Before
ii)	Rs.	Rupees	On or Before
iii)	Rs.	Rupees	On or Before
iv)	Rs.	Rupees	On or Before

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

- 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.

2. 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 on 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>

3. Encumbrances:

I/ We hereby confirm that the said plot is free from all encumbrances and I/we hereby further confirm that no encumbrances shall be created on the said plot.

OR

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

- a)
- b)
- c)

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

4. Further payments:

Further payments 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.

5. Possession:

The said plot shall be handed over to you on or before **30-10-2023** 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.

6. 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.

7. 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.

Sl. 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.
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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
- iii) 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.

8. 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.

9. Proforma of the agreement for sale and bidding 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.

10. 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.

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 notice calling upon the Allottee to pay the 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 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 of 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 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.

11. 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.

12. Headings:

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

Date:.....

Place:.....

Signature.....

Name:.....
(Allottee/s)

Annexure - A
Stage wise time schedule of completion of the project

SL. No.	Stage	Date of Completion
1	Ground Clearance/Formation Of Plots	31-05-2023
2	Formation Of Road, Footpath	15-06-2025
3	Construction Of Water Supply Infrastructure	30-06-2025
4	Construction Of Sewage System Infrastructure	31-03-2025
5	Power Supply Work(Transformer & Substation)	30-06-2025
6	Construction Of Storm Water Drainage	31-03-2025
7	Tree Plantation And LandScape Work	31-03-2026
8	Street Lighting	31-03-2026

Promoter (s)

For M/s. SRK Infra Projects (P) Ltd.
M. K. S. h.
Deponent
Director

Authorized Signatory

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