

ANNEXURE '1'

MODEL FORM OF ALLOTMENT

- Note: (i) *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 the 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 in the project known as Durga Gayatri Niwas having MahaRERA Registration No._____.

Sir/Madam,

1. **Alloment of the said unit:**

This has reference to your request referred at the above subject. In that regard, I have the pleasure to inform that you have been allotted a _____ BHK flat bearing No._____ admeasuring RERA Carpet area _____ sq. mtrs. equivalent to _____ sq.ft. situated on _____ floor in the project known as Durga Gayatri Niwas having MahaRERA Registration No._____, hereinafter referred

to as “**the said unit**”, being developed on All those pieces and parcels of land admeasuring in aggregate 1623.58 sq.mtrs comprising of Final Plot No.24 of T.P.S. No.VI of Vile Parle (West), (First Variation) (Final) C.T.S.Nos.885,885/1 and part of CTS Nos.881, 881/1 to 4 of village Vile Parle situate, lying and being at Bhagat Singh Road, Vile Parle (West), Mumbai - 400 056, [the part of the said Plot admeasuring 457.33 sq. mtr (which area includes the land underneath Bungalow Laxmi Niwas 2 to be demised in favour of Proposed Lessees being **Alkesh Bhatt & Ors**] or a total consideration of Rs._____-/- (Rupees _____ only) exclusive of GST, stamp duty and registration charges.

2. Allotment of open car parking:

Further I have the pleasure to inform you that you have been allotted one car parking space in ____ without consideration.

3. Receipt of part consideration:

I / we confirm to have received from you an amount of Rs._____-/- (Rupees _____ only) (*this amount shall not be more than 10% of the said unit*) being ____% of the total consideration value of the said unit as booking amount / advance payment on _____, through _____.

OR

3. 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 an amount of Rs._____-/- (Rupees _____ only) being

____% of the total consideration value of the said unit as booking amount / advance payment on _____, through _____. The balance ____% of the booking amount / advance payment shall be paid by you in the following manner:

- (a) Rs.____/- (Rupees _____ only) on or before _____.
- (b) Rs.____/- (Rupees _____ only) on or before _____.
- (c) Rs.____/- (Rupees _____ only) on or before _____.
- (d) Rs.____/- (Rupees _____ only) on or before _____.

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.

4. Disclosures of information:

I 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 hereby confirm that the said unit is free from all encumbrances
and I hereby further confirm that no encumbrances shall be
created on the said unit.

6. Further payments:

Further payments towards the consideration of the said unit as
well as covered car parking-space(s) shall be made by you, in the
manner and at the times as well as on the terms and conditions as
as may be 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 car parking space/s shall be handed
over to you on or before ____ subject to force majeure conditions
as may be enumerated in the agreement for sale to be entered
into between ourselves and yourselves and subject to the payment
of the consideration amount of the said unit as well as car parking
space/s in the manner and at the times as well as _ per the terms
and conditions as may be specifically enumerated/ stated in the
agreement for sale to be entered into between ourselves and
yourselves.

8. 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.

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 to be deducted shall not exceed the amount as mentioned in the table above.*

- ii. In the event the amount due and payable on cancellation of booking as 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 may be 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 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 if you fail to pay the subsequent stage instalments of the Booking amount , we shall serve upon the allottee a notice calling upon the you to pay the subsequent stage instalment within 15 (fifteen) days which if not complied, I as promoter shall be*

entitled to cancel this allotment letter. On cancellation of the allotment letter I shall be entitled to forfeit the amount paid by you or such amount as mentioned in the Table enumerated in Clause 9 whichever is less.

- 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 within 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 after execution of Agreement, shall be covered by the terms and conditions of the Agreement for Sale.

14. 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.

Signature

Name

(Allottee/s)

Date

Place