

Annexure '1'
MODEL FORM OF ALLOTMENT LETTER

No.

Date: 24/07/2023

To,

Mr./ Mrs./ Ms.: _____

R/o: _____

Contact Details: _____ Mail Id: _____

Pan Number: _____ Aadhar No.: _____

Subject: Your Request for Allotment of flat / commercial premises/ plot in the project known as **Happy Galaxy** 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 building _____/ Tower _____/ Wing _____ in the project known as _____, having MahaRERA Registration no _____ hereinafter referred to as "the said unit", being developed on land bearing **PLOT NO. 01-A, KH.NO.314/2, C.T.S. NO.485, SHEET NO.788/B, WARD NO.75, P.H. NO.43, MOUZA CHICHBUHAN, NAGPUR. 441108.** admeasuring _____ sq mtrs for a total consideration of Rs. _____ (Rupees _____ 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 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

2. Allotment of open car parking:

Further I/We have the pleasure to inform you that you have been allotted an open car parking bearing no _____ 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 cost of the said unit) being ____% of the total consideration value of the said unit as booking amount/ advance payment on _____ (date), through _____ (mode of payment)

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 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). The balance ____% of the booking amount / advance payment 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.

4. Disclosure of information:

I/We have made available to you the following information namely:

A. 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.
B. The stage wise time schedule of completion of the project, including the provision for civic infrastructure like water, sanitation and electricity is as stated in Annexure A attached herewith and

C. The website address of MahaRERA is _____.

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.

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 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 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.

A handwritten signature in blue ink is written over a circular purple stamp. The stamp contains the text 'HAPPY SPACES' at the top, 'NAGPUR' in the center, and 'Authorized Signatory' at the bottom.

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 said unit.
3	Within 31 to 60 days from issuance of the allotment letter.	1.5% of the cost of said unit.
4	After 61 days from issuance of the allotment letter.	2% of the cost of said unit.

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 agreement to sale:

A. 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.

**In the event the booking amount is collected in stages and if 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 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 table enumerated in Clause 9 whichever is less. In no event the amount 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*





G-1, Vitthal Complex, Opp. Dhantoli Garden
Near Naniwadekar Hall, Dhantoli, Nagpur -12
0712-2444466 - spaceshappy@gmail.com

applicable even for cases where booking amount is collected in stages.

B. 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.

C. In the event the balance amount due and payable referred in Clause 12 B) 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.

Signature

Name: **M/S. HAPPY SPACES**

Date: 24/07/2023

Place: Nagpur

Confirmation and 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: _____

Date: _____

Place: _____



Annexure A

Stage wise time schedule of completion of the project

Sr. No	Stages	Date of Completion
1	Excavation	01/08/2023
2	Basement (if any)	01/08/2024
3	Podium (if Any)	01/08/2024
4	Plinth	01/08/2024
5	Stilt(if any)	01/09/2024
6	Slabs of Super Structure	01/12/2024
7	Internal walls, Internal Plaster, Floorings, Doors and Windows within Flats/Premises	01/02/2025
8	Sanitary Fittings within the said units	01/02/2025
9	Staircases, Lifts Wells and Lobbies at each Floor level, Overhead and Underground Water Tanks	01/03/2025
10	External plumbing and external plaster, elevation, completion of terraces with waterproofing of the Building/Wing.	01/01/2025
11	Installation of lifts, water pumps, Fire Fighting Fittings And Equipment as per CFO NOC, Electrical fittings, mechanical equipment, Compliance to conditions of environment/CRZ NOC, Finishing to entrance lobby/s, plinth protection, paving of areas appurtenant to Building / Wing, Compound Wall and all other requirements as maybe required to complete project as per specifications in agreement of Sale, any other activities	01/12/2025
12	Internal roads & footpaths, lightings	01/01/2024
13	Water Supply	01/12/2024
14	Sewerage (chamber, lines, septic tank, STP)	01/01/2025
15	Strom water drains	01/01/2025
16	Treatment and disposal of sewage and sullage water.	01/01/2025
17	Solid waste management and disposal	01/01/2025
18	Water conservation / rain water harvesting	01/01/2025
19	Electrical meter room, substation, receiving station	01/01/2025
20	Others	01/01/2025

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