

R S Developers

3rd Floor, N K Y Tower, Ajni Square, Nagpur - 440015

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.

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 plot in the project known as **Samruddhi Estate I** having Maha RERA Registration No (Applied).

Sir / Madam,

1. Allotment of the said unit:

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 Samruddhi Estate I, having MahaRERA Registration No. , here in after referred to as "the said unit" carved out from the land bearing Mouza Salaidabha, Survey Number 70, Khasra Number 106/1, 106/2, Taluka Hingna, District Nagpur, Maharashtra, Pin Code- 441122 admeasuring.....sq. mtrs for a total consideration of Rs.....(In figures) (Rupees. In word only.....) exclusive of GST stamp duty and registration charges.

2. Allotment of garage/covered parking space(s):

Further it is declared that as the project is of land development project there is no allotment of any parking space.

3. Receipt of part consideration:

I/We confirm to have received from you an amount of Rs in figures (Rs in words only), (*This amount shall not be more than 10% of the cost of the set 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 above payment received by me/us have been deposited in RERA Designated Collection Bank Account, 759901010050503 Union Bank of India, Tatya Tope Nagar, Nagpur Branch having IFS Code UBIN0575992 situated at M18, Ansuya West Court, Tatya Tope Nagar, Maharashtra Pin 440015. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 759901010050504 and 759901010050505 respectively.

Note:- For projects where promoters have Area Share, the three bank accounts of the project of all promoters shall be listed. For projects where promoters have Revenue Share the three bank accounts of all promoters as well as the RERA Designated Master Bank Account of the Project shall be listed.

OR

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 wordsonly) 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) on or before(dd/mm/yyyy)
- b. Rs..... (in figures) (Rupees in words) on or before(dd/mm/yyyy)
- c. Rs..... (in figures) (Rupees in words) on or before(dd/mm/yyyy)
- d. Rs..... (in figures) (Rupees in words) 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 against you.

C. The above payment received by me/us have been deposited in RERA Designated Collection Bank Account, 759901010050503 Union Bank of India, Tatya Tope Nagar, Nagpur Branch having IFS Code UBIN0575992 situated at M18 Ansuya West Court Tatya Tope Nagar Maharashtra Pin 440015. In addition to the above bank account, I/we have opened in the same bank, RERA Designated Separate Bank Account and RERA Designated Transaction Bank Account having Account No. 759901010050504 and 759901010050505 respectively.

Note:- For projects where promoters have Area Share, the three bank accounts of the project of all promoters shall be listed. For projects where promoters have Revenue Share the three bank accounts of all promoters as well as the RERA Designated Master Bank Account of the Project shall be listed.

4. Disclosures of information:

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

- (i) The sanctioned plans, layout, 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 on annexure-A attached here with and
- (iii) The website address of MahaRERA is
<https://maharera.mahaonline.gov.in/#>

5. Encumbrances

I /We here by confirm that the said unit is free from all encumbrances and I/We here by further confirm that no encumbrances shall be created on the said unit.

6. Further payment

Further payment 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.

7. Possession

The said unit along with the garage (s) /covered car parking space(s) (if any) 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 car parking space(s) in the manner and at the times as well as per the terms and conditions as more specifically enumerated/ stated the agreement for sale to be entered into between ourselves and yourselves.

8. Interest Payment

In case of delay in making any payment, you shall be liable to pay interest at 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 here underwritten* 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 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 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 payment as more specifically mentioned in the agreement for sale, the proforma whereof is enclosed here with 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 here with for your ready reference. Forwarding the proforma of the agreement for sale does not create a binding obligation on the part ourselves and yourselves of the mandate as states 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 2 months from the date of issuance of this latter 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(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 latter or within such period as may be communicated to you, I/we shall be entitled to serve upon you 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 with interest calculated at the rate which shall be the State Bank of India 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.

14. Headings:

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

R.S. Developers

Signature.....

Name: **Partner**

(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.....

(Allotee/s)

Date:

Place:

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Annexure-A

Stage wise time schedule of completion of the project named Samruddhi Estate I

Sr. No.	Stages	Date of completion
1	Excavation	NA
2	Basement (if any)	NA
3	Podiums	NA
4	Plinth	NA
5	Stilt (if any)	NA
6	Slabs of super structure)	NA
7	Internal walls, internal plaster, completion of floorings, doors & windows	NA
8	Sanitary electrical and water supply fittings within said units	NA
9	Staircase, lifts wells and lobbies at each floor level overhead and underground water tanks	NA
10	External plumbing and external plaster, elevation, completion of terrace with water proofing	NA
11	Installation of lifts, water pumps, fire fighting, fittings & 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 the project as per specifications in agreement of sale, any other activities.	NA
12	Internal road and footpaths, Lighting	NA
13	Water supply	31.03.2029
14	Sewerage (Chamber, Lines, septic tank, STP)	30.06.2028
15	Storm water drains	30.09.2028
16	Treatment and disposal of sewage and sullage water	30.06.2029
17	Solid waste management and disposal	NA
18	Water conservation/ rain water harvesting	30.09.2028

19	Electrical meter room, substation, receiving station. (Transformer)	30.06.2029
20	Others (Completion certificate)	31.03.2030

R.S.Developers



Promoter(s)/Authorised Partner

Shailendra Prakashrao Daulatkar

Signatory