

DIAMOND NEXUS ASSOCIATES

"NEXUS GULMOHAR": Airport Road, Charholi Budruk,
Pune- 412 105, Maharashtra.

Email: gulmohar@nexuspune.in | Website: www.nexusgulmohar.com

Phone: 8686 55 0202 / 8686 55 0303



***Important Note for Allottee/s :- All the terms & conditions, rights and obligations of the parties as contained hereunder shall be subject to the provisions of RERA Act and the rules and regulations made thereunder ("Act") and the exercise of such rights and obligations shall be subject to the provisions of the RERA Act and the rules and regulations made thereunder. Any change so prescribed by the Act shall be deemed to be automatically included in this said Allotment Letter / Article of Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect. And also the Government imposes any changes/modification/alteration/order/circular etc., in the Development Control Rules or imposes new rules/notifications/order/circular then the same shall be applicable in the said project.

ANNEXURE "1"

ALLOTMENT LETTER

To,

Date :- _____

Mobile No. :- _____

Pan Card No. :- _____

Aadhar Card No. :- _____

Subject :- Allotment of Flat No. _____ admeasuring carpet area about _____ Sq Mtrs., Along with adjoining same level Terrace/Dry Terrace/Open Terrace having area about _____ Sq Mtrs., on _____ Floor, of the Building/Wing No. "H" in the project known as "NEXUS GULMOHAR" to be constructed on Property bearing Survey No. 543 having Hissa No. 1 having Old Survey No. 1012/1 having total admeasuring area of 00 H. 85 Ares i.e. 8500 Sq Mtrs., and Survey No. 546 having Hissa No. 2 having Old Survey No. 1015/2 having total admeasuring area of 00 H. 69 Ares i.e. 6900 Sq Mtrs., situated at Village Charholi Budruk, Taluka Haveli, District Pune.

Dear Sir/Madam,

1) That We M/s. Diamond Nexus Associates, A Partnership Firm Through its Partner, Mr. Nareshkumar Ravjibhai Patel are "The Promoters/Developers and Builders" and have accordingly developed the Property bearing Survey No. 543 having Hissa No. 1 having Old Survey No. 1012/1 having total admeasuring area of 00 H. 85 Ares i.e. 8500 Sq Mtrs., and Survey No. 546 having Hissa No. 2 having Old Survey No. 1015/2 having total admeasuring area of 00 H. 69 Ares i.e. 6900 Sq Mtrs., situated at Village

CORPORATE OFFICE:

Nexus Group, Plot No. P87, D-II Block, MIDC, Pimpri
Industrial Area, Near Wonder Cars Showroom,
Chinchwad, Pune- 411 019



Charholi Budruk, Taluka Haveli, District Pune. And accordingly we have evolved an Ownership scheme in the name of “NEXUS KINAARA “A”. And accordingly we have registered the said project under the provisions of the Real Estate (Regulation and Development) Act, 2016 with the Maharashtra Real Estate Regulatory Authority at Mumbai under registration No. _____.

2) That Allotee/s being desirous of booking a Flat in the above said mentioned project and have requested to allot the Flat No. _____ admeasuring carpet area about _____ Sq Mtrs., Along with adjoining same level Terrace/Dry Terrace/Open Terrace having area about _____ Sq Mtrs., on _____ Floor, of the Building/Wing No. “H” in the project known as “NEXUS GULMOHAR” to be constructed on Property bearing Survey No. 543 having Hissa No. 1 having Old Survey No. 1012/1 having total admeasuring area of 00 H. 85 Ares i.e. 8500 Sq Mtrs., and Survey No. 546 having Hissa No. 2 having Old Survey No. 1015/2 having total admeasuring area of 00 H. 69 Ares i.e. 6900 Sq Mtrs., situated at Village Charholi Budruk, Taluka Haveli, District Pune.,

(Hereinafter called as..... “the Said Flat”).

3) **DETAIL INFORMATION OF THE ALLOTEE/S :-**

That the Allotee/s is required to furnish following details :-

1) PERSONAL DETAILS OF ALLOTEE NO. 1 :-			
Name :-			
Age :-			
Occupation :-			
Detail Address :-			
			Pin Code No :-
Pan Card No :-			
Aadhar Card No :-			
Contact No :-			
Email ID :-			
2) PERSONAL DETAILS OF ALLOTEE NO. 2 :-			
Name :-			
Age :-			
Occupation :-			
Detail Address :-			

		Pin Code No :-							
Pan Card No :-									
Aadhar Card No :-									
Contact No :-									
Email ID :-									
3) PERSONAL DETAILS OF ALLOTEE NO. 3 :-									
Name :-									
Age :-									
Occupation :-									
Detail Address :-									
		Pin Code No :-							
Pan Card No :-									
Aadhar Card No :-									
Contact No :-									
Email ID :-									
Note for all the Allotee/s :- A) Photocopies of PAN Card/OCI/PIO and Passport/Voter Card/ Aadhar Card to be submitted along with this Allotment Letter. B) If Applicant(s) is/are company, partnership firm, limited liability partnership, the following incorporation documents are required to be submitted along with this Application Form: (a) Certificate of Incorporation/Registration Certificate for the applicable entity (b) Memorandum of Association (c) Articles of Association (d) Partnership Deed (e) Limited Liability Partnership Agreement. C) Please affix the official stamp of the respective Company/LLP/Trust/Partnership/HUF/Society as may be applicable. 4) ALLOTMENT OF THE FLAT/UNIT :- <table><tr><td>PROJECT NAME.</td><td>:-</td><td>"NEXUS GULMOHAR"</td></tr><tr><td>FLAT/UNIT NO.</td><td>:-</td><td>_____</td></tr></table>				PROJECT NAME.	:-	"NEXUS GULMOHAR"	FLAT/UNIT NO.	:-	_____
PROJECT NAME.	:-	"NEXUS GULMOHAR"							
FLAT/UNIT NO.	:-	_____							

FLOOR.	:-	_____ FLOOR.
BUILDING/WING.	:-	“ H ”
AREA OF THE FLAT.	:-	_____ SQ. MTRS. (CARPET AREA)
AREA OF TERRACE/DRY TERRACE/OPEN TERRACE.	:-	_____ SQ. MTRS.

5) CONSIDERATION OF THE FLAT/UNIT :-

TOTAL FLAT/UNIT COST	:-	Rs. _____
G.S.T. TAX AMOUNT	:-	Rs. _____
STAMP DUTY AMOUNT	:-	Rs. _____
REGISTRATION FEE AMOUNT	:-	Rs. _____
LEGAL FEES AMOUNT	:-	Rs. _____
MAINTENANCE AMOUNT <i>(Monthly Maintenance Amount for the Period of First _____ Months which effectively from the accepting the possession of Allotee/s.)</i>	:-	Rs. _____

That the Allotee/s shall pay the above mentioned consideration amount to the Promoters being the total consideration amount of the said Flat/Unit.

That the Allotee/s shall pay the Monthly Maintenance Amount to the Promoters which is mentioned above at the time of accepting the possession of the said Flat/Unit. That if any G.S.T Tax amount is applicable on the above mentioned maintenance amount then the Allotee/s shall be obliged to pay the said G.S.T Tax amount in addition to the above mentioned maintenance amount to the Promoters.

That any Central Government / State Government / Local Authority tax amount of the above mentioned consideration amount put in force or shall be in force prospectively or retrospectively, shall exclusively be borne and paid by the Allotee/s separately.

6) RECEIPT OF PART CONSIDERATION :-

That the Promoters have received an amount of Rs. _____/- (Rupees _____ Only) from the Allotee/s vide Cheque No. _____, RTGS No. _____, NEFT No. _____, Ref. No. _____, dated _____ drawn/through _____ Bank _____ Branch being 10 % of the total consideration value of the said Flat/Unit as booking amount. That the Promoters have issued Receipt No. _____ to the Allotee/s for the acknowledgement of the receipt of the booking amount.

7) ALLOTMENT OF PARKING SPACE :-

ALLOTMENT OF COVERED CAR PARKING SPACE :-

That the Allotee/s has been allotted along with the said Flat/Unit One Covered Car Parking Space having No. _____ having admeasuring area about _____ Sq. Mtrs., i.e. equivalent to _____ Sq. Fts., i.e. (____ X ____) at _____ level basement/podium on the terms and conditions as shall be enumerated in the Article of Agreement to be executed between the parties herein.

AND/OR

ALLOTMENT OF OPEN CAR PARKING SPACE :-

That the Allotee/s has been allotted an One Open Car Parking Space having No. _____ having admeasuring area about _____ Sq. Mtrs., i.e. equivalent to _____ Sq. Fts., i.e. (____ X ____) without consideration.

8) PAYMENT SCHEDULE OF THE FLAT/UNIT :-

That the total Flat/Unit consideration amount shall be paid by Allotee/s in the following manner and Allotee/s have agreed to pay the total Flat/Unit consideration amount as per the schedule / manner given below :-

SR. NO.	PARTICULARS	PAYABLE AMOUNT IN %
1	Booking Amount or Earnest money at the time of Booking.	10 %
2	At the time of Execution of Agreement.	20 %
3	On Completion of the Plinth Level.	15 %
4	On Completion of Second Slab.	04 %
5	On Completion of Fourth Slab.	03 %
6	On Completion of Sixth Slab.	03 %
7	On Completion of Eight Slab.	03 %
8	On Completion of Tenth Slab.	03 %
9	On Completion of Twelfth Slab.	03 %
10	On Completion of Fourteenth Slab.	03 %
11	On Completion of Sixteenth Slab.	03 %
12	On Completion of the Walls & Internal Plaster of the said Flat.	10 %
13	On Completion of the External Plaster of the said Flat.	05 %
14	On Completion of the Flooring Work of the said Flat.	05 %
15	On Completion of the Doors and Windows, Electrical Fittings, Sanitary Fittings, Plumbing work of the said Flat.	05 %
16	At the time of handing over of the Possession of the said Flat and/or after receipt of Occupancy Certificate or Completion Certificate, Whichever is earlier.	05 %
Total amount in %		100

It is made clear and agreed by and between the parties hereto that The Promoters shall not be bound to follow, chronological order of any of the stages of the above said stages/installments and that The Promoters shall be at complete liberty to choose the chronology of the respective stages of the construction. The Allottee/s agrees that The Promoters may merge or consolidate two or more installments in their discretion by simultaneously executing the contemplated work in the said installment.

It is hereby agreed that the time for payment as specified above is the essence of Article of Agreement and on failure of the Allottee/s to pay the same on due dates, it shall be deemed that the Allottee/s has committed breach of Article of Agreement and The Promoters shall be entitled to take such action as they are entitled to take in case of breach/default of this Article of Agreement, including termination of this Article of Agreement.

The above said consideration does not include the expenses for Stamp Duty, Registration Charges, Advocate Fees, G.S.T Tax and any other taxes, Charges, premiums and other deposits, taxes and charges as may be levied from time to time by the concerned authorities which shall be paid by the Allottee/s separately as and when the same will be due or payable under this Allotment Letter/Article of Agreement.

9) ACCOUNT DETAILS OF THE PROMOTERS :-

That all the payment of consideration and other Government Taxes shall be paid by Allottee/s in the name of The Promoters i.e. "DIAMOND NEXUS ASSOCIATES H WING COLLECTION ACCOUNT". That the Promoters is having Current Account No. 922020034107817 in Axis Bank Ltd., Indrayani Nagar, Pune Branch having IFSC Code No. UTIB0002490 having Bank MICR Code No. 411211037. That the Allottee/s is required to make all the consideration payments in that particular account only. That if any of the payable amount of the Allottee/s is not credited in particular account of the Promoters then in that case such payments on part of the Allottee/s shall not be considered by the Promoters.

10) DISCLOSURES OF INFORMATION :-

The Promoters made available to you the following information namely :-

- i) The sanctioned plans, layout plans, along with specification, 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/#>

11) ENCUMBRANCES :-

The Promoters hereby confirm that the said unit is free from all encumbrances and the Promoters hereby further confirm that no encumbrances shall be created on the said Flat/Unit.

12) FURTHER PAYMENTS :-

Further payments toward the consideration of the said Flat/Unit as well as of the garage(s)/covered car parking space(s) shall be made by the Allotee/s, in the manner and at the times as well as on the terms and conditions as more specifically enumerated / stated in the Article of Agreement to be entered into between the parties.

13) POSSESSION :-

The said Flat/Unit along with the garage(s)/covered car parking space(s) shall be handed over to the Allotee/s on or before _____ subject to the payment of the consideration amount of the said Flat/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 in the Article of Agreement to be entered between the parties.

14) INTEREST PAYMENT :-

In case of delay in making any payments, the Allotee/s 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.

15) CANCELLATION OF ALLOTMENT :-

That the Allotee/s is totally aware that if the registered Article of Agreement is not executed by Allotee/s within a period of 61 days from the date of this Allotment Letter, subject to the payment of the amount as per the schedule mentioned hereinabove i.e. "*Payment Schedule of the Flat/Unit*" clause, then this Allotment Letter will automatically stand cancelled and in such event the Allotee/s will be entitled to receive the booking amount paid by Allotee/s without any interest or any other additional amount/payment.

That if the Allotee/s desires to cancel the said booking then the amount mentioned in the table hereunder written would be deducted by the Promoter and the balance amount due and payable shall be refunded to the Allotee/s within 45 days of receipt of such intimation for cancellation of booking in the following manner :-

Sr. No.	If the intimation 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 Flat/Unit.
3)	Within 31 to 60 days from issuance of the Allotment Letter	1.5 % of the cost of the said Flat/Unit.
2)	After 61 days from issuance of the Allotment Letter	2 % of the cost of the said Flat/Unit.

That in the event the amount due and payable referred in above mentioned Clause is not refunded within 45 days from the date of receipt of Allottee/s letter to requesting to cancel the said booking, then the Allottee/s 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.

16) OTHER PAYMENTS :-

The Allottee/s shall make the payment of G.S.T Tax, Stamp Duty and Registration Charges, Advocate Fees, as applicable and such other payments as more specifically mentioned in the Article of Agreement, the proforma whereof is enclosed herewith in terms of Clause mentioned below.

17) PROFORMA OF THE ARTICLE OF AGREEMENT AND BINDING EFFECT :-

The proforma of the Article of Agreement to be entered between the Promoter and Allottee/s is enclosed herewith for the ready reference of Allottee/s. Forwarding the proforma of the Article of Agreement does not create a binding obligation on the part of the Promoter and Allottee/s until compliance by Allottee/s of the mandate as stated below.

18) EXECUTION AND REGISTRARION OF THE ARTICLE OF AGREEMENT :-

- i) The Allottee/s shall execute the Article of Agreement and appear for registration of the same before the concerned Sub Registrar within a period of two months from the date of issuance of this Allotment Letter or within such period as may be communicated to Allottee/s. The said period of two months can be further extended on the mutual understanding between the parties.
- ii) If the Allottee/s fail to execute the Article of Agreement and appear or registration of the same before the concerned Sub Registrar within the stipulated period of two months from the date of issuance of this Allotment Letter or within such period as may be communicated to Allottee/s, The Promoter shall be entitled to serve upon to Allottee/s a notice calling upon to execute the Article of Agreement and appear for registration of the same within 15 (Fifteen) days, which if not complied, The Promoter shall be entitled to cancel this Allotment Letter and further the

Promoter shall be entitled to forfeit an amount not exceeding 2 % of the cost of the said unit (*As per the Clause mention in the "Cancellation of Allotment"*) 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 the above mention Clause i.e. (ii) is not refunded within 45 days from the date of expiry of the notice period, the Allotee/s 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.

19) VALIDATY OF ALLOTMENT LETTER :-

This Allotment Letter shall not be construed to limit the right and interest of the Allotee/s upon execution and registration of the Article of Agreement between the parties. Cancellation of allotment of the said Flat/Unit thereafter, shall be covered by the terms and conditions of the said registered document i.e. Article of Agreement.

20) HEADINGS :-

Headings are inserted for convenience only and shall not affect the construction of the various Clause of this Allotment Letter.

21) OTHER TERMS AND CONDITIONS :-

- A)** The Promoters has registered the said Project with the Maharashtra Real Estate Regulatory Authority under the provisions of Real Estate (Regulation & Development) Act, 2016 read with Maharashtra Real Estate Registration Rules and the Authority has granted Registration on _____ vide order bearing no. _____ and the Allotee/s has verified the website address of MahaRERA i.e. <https://maharera.mahaonline.gov.in/#>.
- B)** The Allotee/s has/have fully understood the development scheme as envisaged by the Promoters and the Allotee/s has collected all the information by visiting the MahaRERA web portal.
- C)** This Allotment Letter is only a request of the Allotee/s for the allotment of the Flat/Unit and does not create any right or interest, whatsoever or howsoever in the Allotee/s and is subject to compliance and performance of all terms, conditions and obligations of payments and other requisites as mentioned herein and/or Allotment Letter.
- D)** The Allotee/s acknowledges and confirms that the Promoters has provided all information, clarifications and documents in relation to the said Project as was demanded by the Allotee/s

and that the Allottee/s is fully satisfied with the same. The Allottee/s further acknowledges that he/she/they/its has seen all documents / papers in relation to the Project, including but not limited to the title documents, license, sanctions, approvals etc. obtained from the competent authorities and the present Allotment Letter has been made after being fully satisfied about the rights, title and interest possessed by Promoters over the Project Land.

- E)** That the “Annexure –A” for the schedule of completion of the Project is declared by the Promoters with best of its knowledge and information. However if there is any delay in accomplishment of the work as per the mentioned schedule then such delay shall be caused due to the reasons more specifically mentioned in the “Article of Agreement” under the clause/heading “DELAY IN POSSESSION”. That if any delay is caused due to the reasons mentioned in clause/heading of “DELAY IN POSSESSION” in the “Article of Agreement” then in that case the Promoters shall not be held responsible/liable at any cost and consequences.
- F)** Notwithstanding the fact that the Promoters may have issued an acknowledgement by way of a receipt for the money tendered with this Allotment Letter, the Allottee/s has/have clearly understood that this Allotment Letter is only a request of the Allottee/s for the allotment of the said Flat/Unit and does not constitute a final allotment or an agreement and the Allottee/s is/are not vested with any right, interest or entitlement in or over the said Flat/Unit, until a formal Article of Agreement is executed and registered by the Promoters in favor of the Allottee/s under the applicable laws. The term “allot” or “allotment” or “Allotment Letter” wherever included in the Allotment Letter shall always mean “provisional allotment” and shall remain as such until the Article of Agreement is executed and registered by the Promoters in favor of the Allottee/s.
- G)** The allotment and execution and registration of the Article of Agreement is further subject to the timely payment of the sale consideration and all other amounts on or prior to the respective due dates as agreed and compliance of all the terms and conditions contained herein as well as in the Allotment Letter by the Allottee/s.
- H)** The booking amount is collected in stages and if the Allottee/s fails to pay the subsequent stage installment (*Which is mention in the Clause “Payment Schedule of the Flat/Unit”*), the Promoter shall serve upon the Allottee/s a notice calling upon the Allottee/s pay the subsequent stage installment within 15 (fifteen) days which if not complied by the Allottee/s, the Promoter shall be entitled to cancel this Allotment Letter.
- I)** That if the said Allotment Letter gets cancelled then The Promoters shall be entitled to sale the said Flat and/or dispose of or otherwise alienate the same in any other

manner as The Promoters in its sole discretion thinks fit. The Allottee/s agrees to the same. The Allottee/s shall have no claim except for repayment of the booking amount payable as mentioned above. The Allottee/s hereby agrees that in that event all of his/her/their/its rights in the said Flat/Unit stand extinguished. No separate Cancellation Deed/Cancellation Letter is required to be executed.

- J)** In the event of any false information being furnished to the Promoters, this Allotment Letter shall be liable to be summarily rejected and allotment shall stand cancelled whenever such defect is detected even if allotment in favor of the Allottee/s has/have been made. In this case, the Part Consideration or any other amounts paid by the Allottee/s shall be refunded to the Allottee/s (*As per the Clause mention in the "Cancellation of Allotment"*) in this Allotment Letter.
- K)** Due to any operation of law or any statutory order or otherwise, if a portion of the Project or the entire Project is discontinued or modified resulting in cancellation of allotment, then the Allottee/s affected by such discontinuation or modification will have no right of compensation from the Promoters in any manner including any loss of profit. The Promoters will, however, refund all the money received from the Allottee/s without any liability towards any interest/costs/damages, subject to deduction of applicable taxes. That the Promoters shall refund all the amount which is receivable from the Allottee/s with interest calculated at the rate which shall be the State Bank of India highest Marginal Cost of Lending Rate plus two percent.
- L)** The Allottee/s has/have applied for allotment of the Flat/Unit in the Project with full knowledge of the laws, notifications, rules and regulations applicable to the Project and agrees, undertakes and covenants to abide by the terms hereof as well as Allotment Letter and the Article of Agreement (when executed) and applicable laws.
- M)** That the contents of this Allotment Letter, including the terms and conditions therein and price and payment plan have been explained to Allottee/s and he/she/they/its hereby solemnly agree to be bound by them.

Yours sincerely,

M/S. DIAMOND NEXUS ASSOCIATES.
THE PROMOTER.

Date :- _____.

Place :- _____.

CONFIRMATION AND DECLARATION BY ALLOTEE/S

The Allotee/s declares that he/she/they/it has read the Allotment Letter/got translated the same and fully understood the contents of the Allotment Letter. That the Allotee/s further agrees and assures that he/she/they/it will comply and abide by all the mutual terms and conditions stated in this Allotment Letter and thereafter same have been executed by all the parties.

1) _____
Signature of Allotee/s.

2) _____
Signature of Allotee/s.

3) _____
Signature of Allotee/s.

Date :- _____.

Place :- _____.

ANNEXURE - A

Stage wise time schedule of completion of the Project :-

Sr. No.	Stages	Date of Completion
1)	Excavation.	
2)	Basement. (if any)	
3)	Podiums. (if any)	
4)	Plinth.	
5)	Stilt. (if any)	
6)	Slabs of Super Structure.	
7)	Internal Walls, Internal Plaster, Completion of Flooring, Doors and Windows.	
8)	Sanitary Electrical and Water Supply Fittings within the said Units.	
9)	Staircase, Lifts Wells and Lobbies at each Floor Level, Overhead and Underground Water Tanks.	
10)	External Plumbing and External Plaster, Elevation, Completion of terraces with Waterproofing.	
11)	Installation of Lists, 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 Article of Agreement, any other activities.	
12)	Internal Roads and Footpaths, Lighting.	
13)	Water Supply.	
14)	Sewerage (Chamber, Lines, Septic Tank, STP.)	
15)	Storm Water Drains.	
16)	Treatment and disposal of Sewage and Sullage Water.	
17)	Solid Waste Management & Disposal.	
18)	Water Conservation / Rain Water Harvesting.	
19)	Electrical Meter Room, Sub-Station, Receiving Station.	
20)	Others.	

Place :- PuneDate :- 17/06/2023M/S. DIAMOND NEXUS ASSOCIATES.
THE PROMOTER.