

ANNEXURE '1'

MODEL FORM OF ALLOTMENT LETTER

Note: 1. 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.

2. 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 /commercial premises / plot in the project known as **NAKSHTRA** having MahaRERA Registration No

Sir/Madam,

1. Allotment of the said unit:

This has reference to your request 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.ft. situated on_____ Floor in the project known as **NAKSHTRA** having MahaRERA Registration No_____, hereinafter referred to as "the said unit" , being developed on land bearing **S NO.130/4 AT DHAYRI, PUNE -411041** For a total consideration of RS_____ (Rupees _____ only) exclusive of GST, stamp duty and registration charges.

2. Allotment of parking space(s):

Further I/ we have the pleasure to inform you that you have been allotted along with the said unit, garage/covered car parking space at _____ level basement /podium/stilt / mechanical car parking unit bearing No. _____ admeasuring _____ sq. ft. having ft. length x _____ ft. breath x _____ ft. vertical clearance on the terms and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

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 dd/mm/yyyy, through _____ (mode of payment). The above payment received by me/us have been deposited in RERA Designated Collection Bank Account 007405012191 In ICICI Bank , Kondhwa Branch having IFS Code ICICI0000074 situated at S No 1/A, Krishnakeval Nagar, Main Kondhwa Road, Adjacent To Heaven Hill SOC. Kondhwa Pune-411048 . 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. 007405012190 and 007405012189 respectively.

4. 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 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/We hereby confirm that 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 as well as of the garage(s)/ 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 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 spaces(s) shall be handed over to you on or before **31/03/2028** 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 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 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 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 where of 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 sales 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.
- 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 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.\

13. Validity of allotment letter:

This allotment letter shall not be construed to limit your right 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. Heading:

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



Signature

Name: AKSHAY CONSTRUCTION COMPANY

(Promoter(s)/ Authorized Signatory)

(Email Id.) info@khiwasaragroup.com

Date:

Place:

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

(Allottee/s)

Date:

Place:

Annexure-A

Stage wise time schedule of completion of the project

Sr. No.	Stages	Date of Completion
1	Excavation	25/08/2024
2	Basements (if any)	01/08/2025
3	Podium (if any)	NA
4	Plinth	01.10.2025
5	Stilt (if any)	01.12.2025
6	Slabs of super structure	10.03.2027
7	Internal walls, internal plaster, completion of floorings, doors and windows	10.08.2027
8	Sanitary electrical and water supply fittings within the said units	15.02.2028
9	Staircase, lifts wells and lobbies at each floor level overhead and underground water tanks	10.08.2027
10	External plumbing and external plaster, elevation, completion of terraces with waterproofing	10.10.2027
11	Installation of lifts, 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 agreement of sale, any other activities.	15.02.2028
12	Internal roads and footpaths, lighting	01.01.2028
13	Water supply	10.01.2028
14	Sewerage	10.01.2028
15	Storm water drains	10.01.2028
16	Treatment and disposal of sewage and sullage water	01.01.2028
17	Solid waste management and disposal	10.01.2028
18	Water conservation /rain water harvesting	10.01.2028
19	Electrical meter room, sub-station, receiving	01.01.2028
20	Other	NA

Authorized Signatory

