

ANNEXURE - 1
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 or Booking amount.

No.

Date:

To,

Mr /Mrs. / Ms. _____

R/o _____

(Address) _____

Contact number _____

Pan Card No.: _____

Aadhar Card No.: _____

Email ID: _____

Sub: Your request for allotment of plot in the project known as "**Fortius Good Earth**" (Project Name) situated at portion of (1) Survey No. 28/2 measuring about 2 Acres 27 ½ Guntas situated at Kamenahalli Village, Kundana Hobli, Devanahalli Taluk; (2) (a) Survey No. 107/2 measuring about 3 Acres 7 ½ Guntas and (b) Survey No. 108/4 measuring about 1 Acre 28 ½ Guntas both situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk together in all measuring about 7 Acres 23 ½ Guntas, Sy. No. 28/2, 107/2, 108/4, Hegganahalli and Kamenahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore – 562110 having K-RERA Registration No. _____.

1. Allotment of the said Plot:

This has reference to your request referred to in the above subject. In that regard, 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 "**Fortius Good Earth**" having K-RERA Registration No. _____ herein after referred to as "the said Plot", being developed on land portion of (1) Survey No. 28/2 measuring about 2 Acres 27 ½ Guntas situated at Kamenahalli Village, Kundana Hobli, Devanahalli Taluk; (2) (a) Survey No. 107/2 measuring about 3 Acres 7 ½ Guntas and (b) Survey No. 108/4 measuring about 1 Acre 28 ½ Guntas both situated at Hegganahalli Village, Kundana Hobli, Devanahalli Taluk together in all measuring about 7 Acres 23 ½ Guntas, Sy. No. 28/2, 107/2, 108/4, Hegganahalli and Kamenahalli Village, Kundana Hobli, Devanahalli Taluk, Bangalore – 562110, for a total consideration of Rs. _____ /- (Rupees _____ Only) exclusive of GST, stamp duty and registration charges.

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2. Further we have the pleasure to inform you that you have been allotted the said Plot No. _____ 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.

3. Receipt of Part Consideration:

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 plot)* being _____ DC of the total consideration value of the said plot as booking amount / advance payment on _____ through _____ (mode of the payment).

4. Disclosures of information:

We have made available to you the following information namely:-

- i) The layout plans, along with specifications, approved by the competent Authority are displayed at the project site and have also been uploaded on K-RERA 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 K-RERA is
<https://rera.karnataka.gov.in/>

5. Encumbrances:

We hereby confirm that the said plot is free from all encumbrances and we hereby further confirm that no encumbrances shall be created on the said plot.

6. Further payments:

Further payments towards the consideration of the said Plot 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 Plot shall be handed over to you on or before 31st December, 2027 subject to the payment of the consideration amount of the said plot 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

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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.

SI.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 plot;

****The amount deducted shall not exceed the amount us mentioned in the table above.***

- ii) In the event the amount due and payable referred in Clause 9.
- iii) 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 the Agreement for Sale:

- i) You shall execute the Agreement for Sale within a period of 1 month from the date of issuance of this letter or within such period as may be communicated to you. The said period of 1 month can be further extended on our mutual understanding.
- ii) If you fail to execute the Agreement for Sale within the stipulated period 1 month from the date of issuance of this letter or within such period as may be communicated to you, 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, we shall be entitled to cancel this allotment letter and further we shall be entitled to forfeit an amount not exceeding 1% of the cost of the said plot 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.

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- 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 rights and interest upon execution and registration of the Agreement for Sale between ourselves and yourselves. Cancellation of allotment of the said plot 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.

Signature 
Name Sharon Rodrigues
(Authorized Signatory)
(Email Id.): crm@fortiusinfra.com

Place: _____

Date: _____

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.

Date: _____

Place: _____

Signature _____

Name: _____

(Allottee/s)

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Annexure - A
Stage wise time schedule of completion of the project

SL No.	Stages	Date of Completion
1	Sanitary electrical and water supply fittings within the said plots	NA
2	Internal roads & footpaths, lighting	NA
3	Water supply	31 st December, 2027
4	Sewerage (chamber, lines, septic tank, STP)	31 st December, 2027
5	Storm water drains	31 st December, 2027
6	Treatment and disposal of sewage and sullage water	31 st December, 2027
7	Solid waste management & disposal	31 st December, 2027
8	Water conservation / rain water harvesting	31 st December, 2027
9	Electrical meter room, sub-station, receiving station.	31 st December, 2027
10	Others	31 st December, 2027

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