

## 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 alongwith the application for registration of the real estate project shall be as per this model from 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.

Dated: \_\_\_\_\_

No. \_\_\_\_\_

To,

Mr./Mrs./Ms. \_\_\_\_\_

Residing at: \_\_\_\_\_

Telephone/Mobile No. \_\_\_\_\_

PAN Card No. \_\_\_\_\_

Aadhar Card No.: \_\_\_\_\_

Email ID: \_\_\_\_\_

**Sub:** Your request for allotment of flat/commercial premises/plot in the project known as \_\_\_\_\_, having MahaRERA Registration No. \_\_\_\_\_.

Sir/Madam,

### **1. ALLOTMENT OF THE SAID UNIT:**

This has reference to your request referred at the above subject. In the 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/Wing/Tower/Block No. \_\_\_\_\_, in the project known as \_\_\_\_\_, having MahaRERA Registration No. \_\_\_\_\_, hereinafter referred to as the "**said unit**", being developed on land bearing Survey No./CTS No./Gat No./Plot No./Hissa No. \_\_\_\_\_ lying and being at village \_\_\_\_\_, Taluka \_\_\_\_\_, District \_\_\_\_\_, admeasuring about sq. mtrs., for a total consideration of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) exclusive of GST, Stamp Duty and Registration charges.

### **OR**

This has reference to your request referred at the above subject. In the regard, I/We have the pleasure to inform that you have been allotted a Plot bearing no. \_\_\_\_\_ admeasuring area \_\_\_\_\_ sq. mtrs., equivalent to \_\_\_\_\_ sq. ft. situated on \_\_\_\_\_ floor in Building/Wing/Tower/Block No. \_\_\_\_\_, in the project known as \_\_\_\_\_, having

MahaRERA Registration No. \_\_\_\_\_, hereinafter referred to as the “**said unit**”, being developed on land bearing Survey No./CTS No./ Gat No./Plot No./ Hissa No.\_\_\_\_\_ lying and being at village \_\_\_\_\_, Taluka \_\_\_\_\_, District \_\_\_\_\_, admeasuring about sq. mtrs., 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 alongwith the said unit, garage(s) bearing no.\_\_\_\_\_ admeasuring about \_\_\_\_\_ sq. mtrs., equivalent to \_\_\_\_\_ sq. ft./covered car parking space(s) at \_\_\_\_\_ level basement/podium bearing no(s).\_\_\_\_\_ admeasuring about sq. mtrs., equivalent to \_\_\_\_\_ sq. ft./stilt parking bearing no(s).\_\_\_\_\_ admeasuring about sq. mtrs., equivalent to \_\_\_\_\_ sq. ft./ mechanical car parking unit bearing no(s).\_\_\_\_\_ admeasuring about sq. mtrs., equivalent to \_\_\_\_\_ sq. ft. on the term and conditions as shall be enumerated in the agreement for sale to be entered into between ourselves and yourselves.

**OR**

## **3. 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.

## **4. RECEIPT OF PART CONSIDERATION:**

I/We confirm to have received from you and 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 \_\_\_\_\_, through \_\_\_\_\_.

**OR**

## **5. RECEIPT OF PART CONSIDERATION:**

You have requested us to consideration 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 and amount of Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) being \_\_\_\_\_% of the total consideration value of the said unit as booking amount/advance payment on \_\_\_\_\_, through \_\_\_\_\_. The balance \_\_\_\_\_% of the booking amount/advance payment shall be paid by the following manner:

<b>Percentage</b>	<b>Stage of Payments</b>
10%	To be paid to the Promoter before the execution of Agreement
20%	To be paid to the Promoter after the execution of Agreement
15%	To be paid to the Promoter on completion of the Plinth of the building or wing in which the said flat is located.
7%	To be paid to the Promoter on completion of the 1st slabs including podiums and stilts of the building or wing in which the said flat is located.
7%	To be paid to the Promoter on completion of the 3rd slabs including podiums and stilts of the building or wing in which the said flat is located.
7%	To be paid to the Promoter on completion of the 5th slabs including podiums and stilts of the building or wing in which the said flat is located.
7%	To be paid to the Promoter on completion of the 7th slabs including podiums and stilts of the building or wing in which the said flat is located.
7%	To be paid to the Promoter on completion of the walls, internal plaster of the said flat.
5%	To be paid to the Promoter on completion of the external plumbing, external plaster, terraces& water proofing of the said flat.
10%	To be paid to the Promoter on completion of the lifts, water pumps, electrical fittings, Sanitary, electro, mechanical and environment requirements, entrance lobby/s, plinth protection, paving of areas appertain and all other requirements as may be prescribed in the Agreement of sale of the building or wing in which the said flat is located.
5%	Against and at the time of handing over of the possession of the said flat to the Allottee on or after receipt of occupancy certificate or completion certificate.

#### **6. DISCLOSURES OF INFORMATION:**

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

- 6.1 The sanctioned plans, layout plans alongwith specifications approved by the competent authority are displayed at the project site and has also been uploaded on MahaRERA website.
- 6.2 The stage wise time schedule of completion of the project including the provisions for civic infrastructure like water, sanction and electricity is as stated in Annexure - A attached herewith
- 6.3 The website address of MahaRERA is <https://maharera.mahaonline.gov.in>.

**7. ENCUMBRANCES:**

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

**OR**

I/We have created the following encumbrance(s) attached with caveats as enumerated hereunder on the said unit:

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

**8. FURTHER PAYMENTS:**

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 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.

**9. POSSESSION:**

The said units alongwith the garage(s)/covered car parking space(s) 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 in the agreement for sale to be entered into between ourselves and yourselves.

**10. 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.

**11. CANCELLATION OF ALLOTMENT:**

11.1 In case you desire to cancel the booking as 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.

<b>Sr. No.</b>	<b>If the letter requesting to cancel the booking is received</b>	<b>Amount to be deducted</b>
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 15 days from issuance of the allotment letter	2% of the cost of the said unit

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

11.2 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.

## **12. 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.

## **13. 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 126.

## **14. EXECUTION AND REGISTRATION OF THE AGREEMENT FOR SALE:**

14.1 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.

14.2 \*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 the allotment letter shall be applicable even for cases where booking amount is collected in stages.

14.3 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.

14.4 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.

#### **15. 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 documents.

#### **16. HEADINGS:**

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

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

(Promoters(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: \_\_\_\_\_

(Allottee/s)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

#### **Annexure - A**

State wise time scheduled of completion of the project:

<b>Sr. No.</b>	<b>Stages</b>	<b>Date of Completion</b>
1.	Excavation	30.11.2023
3.	Slabs of Super Structure	31.08.2024
4.	Internal Walls, Internal Plaster, Completion of floorings, doors and windows	31.12.2024
5.	Sanitary electrical and water supply fittings within the said units	31.03.2025
6.	Staircase, lifts wells and lobbies at each floor level overhese and underground water tanks	31.05.2025
7.	External Plumbing and external plaster, elevation, completion of terraces with waterproofing.	31.05.2025
8.	Installation of lifts, water pumps, firefighting fittings and equipment, finising to entrance lobbu/s, plinth protection, paving of areas appurtenant to buildinh/wing, compount wall and all other requirements as may be required to complete project as per specifications inagreement to sale, any other activities.	31.08.2025
9.	Internal roads& footpaths, lighting	31.08.2025
10.	Watersupply	31.08.2025
11.	Sewerage (chamber, lines, septic tank, STP)	31.08.2025
12.	Storm water drains	31.08.2025
13.	Water conservation/rain water harvesting	31.08.2025
14.	Electrical meter room, sub-station, receiving station	31.08.2025

**M/S. PRISMA REALTY PVT. LTD.**

Through its Partners

**1. MR. KAUSTUBH CHINTAMAN WABLE**

**2. MR. ATHARV MAHESH YELMAR**