

ANNEXURE “ ”

ALLOTMENT LETTER

No.

Date: ___/___/2023

To,

Telephone/Mobile Number _____

PAN Card No.

Aadhar Card No.

E-mail I.D.

Re: Your request for allotment of Shops/Commercial Premises/flat in the project known as “**GAMI & JAYDEEP ESTELLA**” having MahaRERA Registration No. _____

Sir/Madam,

1. **Allotment of the said Shops/Commercial Premises/Flat:**

This has reference to your request referred at the above subject. In that regard, we have the pleasure to inform that you have been allotted a _____ BHK **Flat/Shops/Commercial Premises** No. _____ admeasuring (RERA Carpet area _____ sq. mtrs.) equivalent to _____ sq. ft. on _____ Floor of **Wing “ ”** of the building known as “**GAMI & JAYDEEP ESTELLA**” having MahaRERA Registration No. _____ hereinafter referred to as the said Unit being developed on land bearing C.T.S. Nos. 826 (pt) bearing Survey No. 67 to 71 lying and being at Subhash Nagar, in the Revenue Village Chembur, Taluka Kurla, in the Registration District of Mumbai Suburban District admeasuring admeasuring 1230.74sq.mtrs. with additional Tit-Bit land 452.72 Sq. Mtrs.

aggregating to 1683.46 Sq. Mtrs. for a total consideration of Rs. _____/- (Rupees _____

_____ Only) exclusive of GST, stamp duty, registration charges and other charges, deposits etc.

2. **Allotment of parking space(s):**

Further we have the pleasure to inform you that you have been allotted along with the said Unit bearing No. _____ admeasuring _____ sq. mtrs. equivalent to _____ sq. ft./car parking space(s) at basement level 1/basement level/stilt/open/stack mechanical (i.e. on open and/or stack parking) on the terms and conditions as shall be enumerated in the Agreement for Sale to be entered into between ourselves and yourself/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 costs of the said Unit) being ____% of the total consideration value of the said unit as booking amount/advance payment on _____cheque /pay order through _____ mode of payment _____.

4. **Disclosure of information.**

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:**

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

6. **Further payments:**

Further payments towards the consideration of the said Premises/Unit/ Shop/Flat as well as of the ___ car parking space 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 yourself/yourselves.

7. **Possession:**

The said Premises/Unit/Apartment/Flat along with the _____ car parking spaces shall be handed over to you on or before 31/03/2027 subject to the payment of the full consideration amount of the said Unit as well as of the _____ car parking space 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 yourself/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 costs of the said unit; |
| 3. | within 31 to 60 days from issuance of the Allotment Letter; | 1.5% of the costs of the said unit; |
| 4. | within 61 days from issuance of the allotment letter; | 2% of the costs of the said unit; |

The amount deducted shall not exceed the amount as mentioned in the table above. GST amount if so paid shall not be claimed by you.

- ii. In the event the amount due and payable referred in Clause ___ 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 Costs of Lending Rate plus 2%.

10. **Other payment:**

You shall make the payment of GST, stamp duty, statutory levies 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 ___ hereunder written.

11. **Proforma of the Agreement for Sale and binding effect:**

The proforma of the agreement for sale to be entered int between ourselves and yourself/yourselfs is enclosed herewith for your ready reference. Forwarding the proforma of the agreement for sake 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. 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.

In the event the booking amount is collected in stages and if the Purchasers fails to pay the subsequent stage installment the promoter shall serve upon the allocate a notice calling upon the Purchasers to pay the subsequent stage installments within 15 (Fifteen) days which is 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 Purchaser or such amount as mentioned in the Table enumerated in Clause ____ 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 of 2 months 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 2% of the costs of the said Premises/Unit/Apartment 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 ____ 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 constructed to limit your rights and interest upon execution and registration of the agreement for sale between ourselves and yourself/yourselves. Cancellation of allotment of the said unit thereafter, shall be covered by the terms and conditions of the said registered documents.

14. Headings:

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

Signature

Name

(Promoter(s)/Authorized Signatory)

(Email Id.)

Date :

Place :

Draft For Approval

Housiey.com

CONFIRMATION & ACKNOWLEDGMENT

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 : _____

Draft For Approval

Housiey.com

ANNEXURE – A

Stage wise time schedule of completion of the project subject to force measure event.

| SR. NO. | STAGE | DATE OF COMPLETION |
|---------|---|--------------------|
| 1. | Excavation | |
| 2. | Basements | |
| 3. | Podiums (if any) | |
| 4. | Plinth | |
| 5. | Stilt (if any) | |
| 6. | Slabs of super structure | |
| 7. | Internal walls, internal plaster, completion of floorings, doors and windows | |
| 8. | Sanitary electrical and water supply fitting 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 lifts, water pumps, firefighting fittings and equipment, electrical firings, 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 for sale, 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 (if any) | |
| 19. | Electrical meter room, sub-station, receiving station. | |
| 20. | Others | |

Promoter(s)/Authorized
Signatory