

ALLOTMENT LETTER

Date:

To,
Mr/Mrs./Ms.....
(Address)
Telephone/Mobile number ...
Pan Card No.:
Aadhar Card No.
Email ID:

**Re: Allotment of Flat /Commercial Premises in the project known as
“CODENAME TRIUMPH TOWER 4” (“Project”) having MahaRERA
Registration No. _____.**

Sir/Madam,

1. ALLOTMENT OF THE SAID UNIT:

This has reference to your request referred at the above subject. In that regard, we have the pleasure to inform you that you have been allotted a _____ BHK Flat /Commercial Premises bearing No. _____ admeasuring RERA Carpet area of _____ sq. mtrs. equivalent to _____ sq. ft. (along with the exclusive areas attached thereto i.e. balcony and/or utility areas admeasuring RERA Carpet area of _____ sq. mtrs. equivalent to RERA Carpet area of _____ sq. ft. as approved by concerned authorities) situated on the _____ floor of the project known as “**CODENAME TRIUMPH TOWER 4**” having MahaRera Registration No. _____ (herein after referred to as “**the said Unit**”), being developed on all those pieces and parcels of land admeasuring 3,740 square meters forming part of the land in aggregate admeasuring 36,689.30 square meters (as per Property Register Cards) and admeasuring 37,565.53 square meters (as per Title Deeds) and bearing new Survey Nos. 66, 67, 68, 72, 241, 242, and 272, and corresponding to C.T.S. Nos. 611, 611/1, 611/2, 611/3, 611/4, 611/5, 611/6, 611/7, 611/8, 611/9, and 611/10, lying, being and situate at Village Kanjur, Taluka Mulund, District Mumbai, Suburban Mumbai – 400078 (“**Whole Project Land**”) for a total consideration of Rs. _____ (Rupees _____ Only) “**Total Consideration**” exclusive of GST, stamp duty, registration charges and such other charges as may be set out in the Agreement for Sale to be executed between ourselves and yourselves.

2. ALLOTMENT OF COVERED PARKING SPACE(S):

Further, we have the pleasure to inform you that you have been tentatively allotted along with the said Unit, _____ (_____) covered car parking space(s) at _____ level basement/ podium bearing No.(s) _____ each admeasuring _____ sq. mtrs. equivalent to _____ sq. ft. /mechanical stack car parking bearing No.(s) _____ each admeasuring _____ sq. mtrs. equivalent to _____ sq. ft. at _____ level basement / podium 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:

a. You have requested us to consider payment of the booking amount/ advance payment in stages which request has been accepted by us and accordingly, we confirm to have received from you an amount of Rs. _____ (Rupees _____ Only), being _____ % of the Total Consideration value of the said Unit as booking amount/advance payment. The payment details are as follows:

Sr. No.	Cheque/ UTR No.	Date	Bank	Amount (In Rs.)
Total				

b. The balance booking amount/ advance payment of Rs. _____ (Rupees _____ Only), being _____ % of the Total Consideration value shall be paid by you to us in the following manner:

Sr. No.	Payment Timelines	Amount (in Rs.)
1	On or before _____	
2	On or before _____	
3	On or before _____	
Total		

c. It is clarified that the total amount accepted under sub-clauses 3(a) and 3 (b) above shall not be more than 10% of the Total Consideration value of the said Unit.

d. If you fail to make the balance _____ % of the booking amount / advance payment within time period stipulated in sub-clause 3 (b) above, further actions as stated in Clause 12 hereunder written shall be taken by us as against you.

4. DISCLOSURES OF INFORMATION:

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

- a. 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.
- b. The tentative 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
- c. The website address of MahaRERA is <http://maharera.mahaonline.gov.in>.

5. ENCUMBRANCES:

We have created the following encumbrance(s) as enumerated hereunder inter after on the said Unit:

Mortgage created with respect to the Whole Project Land under the Deed of Mortgage cum Charge dated 10th October, 2022 and registered with the office of the Sub-Registrar of Assurances under Serial No. KRL-5/ 19975 of 2022, in favour of IDBI Trusteeship Services Limited (as security trustee and agent) in trust for the benefit of Standard Chartered Bank, Standard Chartered Capital Limited and Aditya Birla Finance Limited for securing repayment of the loan, on the terms and manner as more particularly stated therein. We hereby agree and undertake to obtain a Conditional NOC/ Release of Charge from the Lender for release of its charge on the said Unit, prior to execution and registration of the Agreement for Sale to be executed between ourselves and yourselves.

6. FURTHER PAYMENTS:

Further payments towards the consideration of the said Unit as well as of the 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 covered car parking space(s) shall be handed over to you on or before _____, subject to the payment of the Total Consideration amount of the said Unit as well as of the 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:

a. 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 (Forty-Five) 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 the date of issuance of this Allotment Letter;	Nil;
2.	Within 16 to 30 days from the date of issuance of this Allotment Letter;	1% of the cost of the said Unit;
3.	Within 31 to 60 days from the date of issuance of this Allotment Letter;	1.5% of the cost of the said Unit;
4.	After 61 days from the date of issuance of this Allotment Letter and until execution and registration of the Agreement for Sale with respect to the said Unit	2% of the cost of the said Unit;

b. In the event the amount due and payable referred in Clause 9(a) above is not refunded within 45 (Forty-Five) 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 closed 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:

You shall execute the Agreement for Sale and appear for registration of the same before the concerned Sub-Registrar within a period of 2 (Two) months from the date of issuance of this Allotment Letter or within such period as may be communicated to you. The said period of 2 (Two) months can be further extended on our mutual understanding. However, in the event the booking amount is collected in stages and if you fail to pay the subsequent stage instalment, we shall serve upon you a notice calling upon you to pay the subsequent stage instalment within 15 (fifteen) days which if not complied, we shall be entitled to cancel this Allotment Letter.

- a) On cancellation of the Allotment Letter, we shall be entitled to forfeit the amount paid by you 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 enumerated in Clause 9. 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.
- b) 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 (Two) 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 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.

- c) In the event the balance amount due and payable referred in Clause 12 (b) 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.
- d) The Agreement for Sale to be executed between ourselves and yourselves with respect to sale of the said Unit, shall be treated as the principal instrument as contemplated by Section 4 of the Maharashtra Stamp Act, 1958 and this Allotment Letter and all consequential writings/documents that may be executed (and registered, if required) between ourselves and yourselves in respect of the transaction recorded herein (except the agreement for sale) and/or in the implementation of the provisions of the agreement for sale, shall be considered to be the ancillary/ other instruments contemplated by the aforesaid Section 4 of the Maharashtra Stamp Act, 1958.

13. VALIDITY OF ALLOTMENT LETTER:

This Allotment Letter shall not be construed to limit your rights and interest upon the date of 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 Agreement for Sale.

14. HEADINGS:

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

For M/s. Jaihind Oil Mills Company

**Authorised Signatory
Promoter**

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: _____

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ANNEXURE "A"

Stage wise time schedule of completion of the Project

Sr. No.	Stages	Tentative Date of Completion
1.	Excavation	
2.	Basements (if any)	
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 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 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 the specifications in agreement of sale, any other activities.	
12.	Internal roads & 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 mete room, sub-station, receiving station.	
20.	Others	

Promoter (s) / Authorized
Signatory