



ANNEXURE'1

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 10% (ten percent) 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. _____
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 "JAGUAR HEIGHTS" having maharERA Registration No. _____

Sir/Madam, 1. Allotment of the said unit:

1. This is to place on record that you have approached us to purchase a Flat in our project christened as "JAGUAR HEIGHTS" being constructed on Plot No. 81, lying being and situate at Sector No. R-4, Pushpak (New), Vadghar Tal Panvel Dist Raigad 410206, Navi Mumbai (hereinafter called as the Project). After confabulations, deliberations and negotiations, you agreed to acquire a 1 BHK Flat bearing No. "_____" in on Floor (the said flat) in the project for a lump-sum consideration of Rs. _____/- (Rupees _____)

R M DHUMAL ENTERPRISES

Rupesh
PARTNER

_____ Only). The price of the flat has been reckoned on the basis of the carpet area only which is _____ square mtrs. The Schedule of the payment is set out in the Agreement For Sale adverted to in the succeeding para.

2. Allotment of garage/covered parking space(s):

Further I/ we have the pleasure to inform you that you have been allotted along with the said unit, garage(s) bearing No(s) _____ -admeasuring - _____ sq. mtrs equivalent to _____ sq ft./covered car parking space(s) at _____ level basement /podium bearing No(s) _____ admeasuring _____ -sq. mtrs. Equivalent to _____ sq ft./stilt parking bearing No(s) _____ admeasuring _____ sq. mtrs equivalent to _____ sq.ft. / mechanical car parking unit bearing No(s) _____ 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 consideration:

I / we confirm to have received from you an amount of Rs. _____ in (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 / /2022 through _____

4. Disclosures of Information :

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

- i) The sanctioned plans layout along with specifications, approval by the competent authority is displayed at the project site and has also been uploaded on MahaRERA website.
- ii) The stage wise time schedule of completion of the projects 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 <http://maharera.mahonline.gov.in/#>

5. Encumbrances:

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

R M DHUN

ENTERPRISES
Partner
PARTNER

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

6. Further pavements

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 31/12/2023 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 refund to you without interest within 45 days from the date of receipts 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

R M DHUMAL ENTERPRISES
Anup
PARTNER

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 9i above is not refund within 45 days from the date of receipt of your letter requesting to cancel the said booking, you shall

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 Payment :

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 bindings 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 of the 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 bookings amount is collected in stages and if the allottee fails 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 table. Except for the above all the terms and conditions as enumerated in this allotment letter shall be applicable even for case where booking amount is collected in stages.

R M DHUMAL PARTNER
PRISES
Partner

ii) If you fail to execute the agreement for sale and appear for registration of the same before the conceded Sub-Register within the stipulated period 2 months from the date of issuance of this letter or with 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. ii, 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 unit 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: Rupesh N. Dhimal
(Promoter(s)/Authorized Signatory)

(Email Id.) rndhimal.enterprises@gmail.com

Date:

Place:

R N DHIMAL ENTERPRISES
PARTNER

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)