

ALLOTMENT LETTER

Date: _____

To,

Shri.....

.....

.....

REF: MAHA RERA REGN No._____

SUB: Allotment of Unit No..... , Wing in the building known as “JAI ESTATE” situated at Plot No. 6,6A & 6B, MIDC, Phase-I, Dombivli East, Dist. Thane - 421203.

Dear Sir/Madam,

Greetings from JAI ESTATE!. We thank you for your booking with us and for making the payments required for the purpose of allotment of your chosen Unit. It is indeed our pleasure to inform you that the Unit booked by you has now been allotted to you subject to the terms and conditions as stated below:

| | |
|---------------------------------|------------------------|
| Name of Allottee (s) | |
| | |
| Address of Allottee (s) | |
| | |
| | |
| Email ID of the Allottee (s) | |
| Contact No. of the Allottee (s) | |
| Name of Building | JAI ESTATE – Phase-III |
| Wing | |
| Floor | |
| Unit No | |
| Type of Unit | |
| Carpet Area | |
| | |
| Consideration Value | |

The Allottee(s) shall be liable to pay the aforesaid Consideration Value, Additional Charges (as defined in the Annexure B hereto) and Government taxes and Levies as per the payment schedule specified in Annexure A hereunder, time being the essence. In the event of any breach by the allottee (s), Swar Land Developers Limited may terminate the allotment of the unit and the allottee (s) shall be liable for payment of liquidated damages @ 10% of the Consideration Value. The carpet area of the unit shall be calculated on bare shell basis and shall be subject to variance of +/- 3% due to design and construction tolerances.

Swar Land Developers Limited will endeavour to make available the unit for possession by 31st December 2020, subject to the Allottee not being in breach of any of the terms of the Allotment Letter/Payment schedule to Assign. In the event of any force majeure situations

(including but not limited to inordinate delay in issuance of NOCs/connections/approvals and/or judicial or regulatory orders / change of law), the date of such possession shall stand extended accordingly.

If Swar Land Developers Limited is unable to offer the unit for possession in such stipulated period, the Allottee (s) shall have the right to cancel the payment schedule within 60 days of the end of such stipulated period, and in such event the Allottee (s) shall be entitled to receive all moneys paid to Swar Land Developers Limited (excluding government taxes & levies) with interest at as specified in Maharashtra Real Estate Rules, 2017 [MAHA RERA].

The Allottee (s) agree/ss to pay to the Swar Land Developers Limited, interest as specified in the MAHA RERA, on all the delayed payment which become due and payable by the Allottee (s) to Swar Land Developers Limited under the terms of the payment schedule from the date the said amount is payable by the Allottee (s) to the Swar Land Developers Limited. Without prejudice to the right of the Swar Land Developers Limited to charge interest on the Allottee (s) committing default in payment on due date of any amount due and payable by the Allottee (s) to the Swar Land Developers Limited under the Payment schedule (including his/her proportionate share of taxes levied by MIDC and/or concerned local authority and other outgoings) and on the Allottee(s) committing three defaults of payment of instalments, Swar Land Developers Limited shall at its own option, may terminate this Letter of Allotment/ Agreement. Provided further that upon termination, Swar Land Developers Limited shall refund to the Allottee (s) subject to adjustment and recovery of 10% liquidated damages or any other amount which may be payable to Swar Land Developers Limited) within a period of thirty days of the termination, the instalments (excluding taxes and levies) of consideration of the Unit which may till then have been paid by the Allottee (s) to it.

The Unit(s) cannot be re-assigned/transferred to any third party by the Allottee (s) without written consent from Swar Land Developers Limited and till all amounts in relation to the Unit have been received by Swar Land Developers Limited and the Allottee has taken possession of the Unit.

This Allotment Letter shall be governed and interpreted by and construed in accordance with Rules and Regulations of Real Estate Regulatory Authority. The courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Allotment Letter. Any dispute shall be settled by a sole arbitrator appointed by Swar Land Developers Limited and the arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

We would like to take this opportunity to thank you for the trust that you have reposed in Swar Land Developers Limited and assure you of your best services at all times.

Warm Regards,

For Swar Land Developers Limited

AUTHORIZED SIGNATORY

We request you to countersign all the pages of this Allotment Letter (including the annexures) confirming your acceptance of the terms and conditions herein.

I/We hereby confirm my/our acceptance of the terms and conditions.

ANNEXURE -A

- All instalments are payable within 15 days of the intimation of the said work stage being reached.
- All additional charges shall be required to be paid immediately upon intimation of possession.
- All government taxes and levies shall be payable as and when demanded by Swar Land Developers Limited. Upon intimation of possession, an amount equivalent to 24 months of maintenance charges shall be required to be deposited with Swar Land Developers Limited.
- The consideration paid by the Allottee (s) to the Swar Land Developers Limited shall be appropriated firstly towards any cheque bounce charges or any other administrative expenses, then interest and lastly towards outstanding dues in respect of the unit.
- Payment Schedule
 - 1) On Booking 10% of Consideration Value
 - 2) On or Before Completion of Plinth 15% of Consideration Value
 - 3) On or Before Completion of 1st Slab 15% of Consideration Value
 - 4) On or Before Completion of 2nd Slab 10% of Consideration Value
 - 5) On Or Before Completion of 3rd Slab 10% of Consideration Value
 - 6) On or Before Completion of 4th Slab 10% of Consideration Value
 - 7) On or Before Completion of Brickwork & Internal Plaster & Flooring work of the said unit 5% of Consideration Value
 - 8) On or Before Completion of sanitary fittings, staircases, lift wells, lobbies upto the floor level 5% of Consideration Value
 - 9) On or Before Completion of External plaster, Plumbing, elevation, terraces with water proofing 5% of Consideration Value
 - 10) On or Before Completion of Lift & Water Pumps, electric fittings of the building etc, Or after receipt of occupancy certificate or Building completion certificate 10% of Consideration Value
 - 11) At the Time of possession of the Unit 5% of Consideration Value

ANNEXURE B

Additional Charges

- 1) Advance Maintenance Charges for 24 months @ Rs. 5/- per sq.ft. per month on Carpet Area from the date of possession letter issued.
- 2) Rs. One lac as Development charges
- 3) Rs 35000/- As Legal & Misc. Charges
- 4) Proportionate share of actual expenses incurred for formation and registration of society.
- 5) Electric and water supply deposit Rs. 50,000/-
- 6) Stamp Duty @ 6% of consideration value or as applicable
- 7) Rs 30,000/- as Registration charges or as applicable
- 8) Property Tax As per Actuals
- 9) GST / local levies, taxes will be charged extra as applicable.